



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
206-684-1681 TTY Relay: 711

# REQUEST FOR PROPOSAL

**DATE ADVERTISED: May 6, 2004**

RFP Title: **Mobile Collection & Handling of Moderate Risk Wastes**  
Requesting Dept./ Div.: **King County Department of Natural Resources & Parks  
– Solid Waste Division**  
RFP Number: **120-04RLD**  
Due Date: **June 3, 2004 – no later than 2:00 P.M.**  
Buyer: Roy L. Dodman [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov), (206) 263-4266

Pre-Proposal Conference:

A conference to discuss questions related to this RFP shall be held at **10:00 a.m. on Friday, May 14, 2004**, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104.

Sealed Proposals are hereby solicited and will **ONLY** be received by

**King County Procurement Services Section  
Exchange Building, 8<sup>th</sup> Floor  
821 Second Avenue  
Seattle, WA 98104-1598**

Office Hours - 8:00 a.m. - 5:00 p.m.  
Monday - Friday

**SUBMITTERS MUST COMPLETE AND SIGN THE FORM BELOW (TYPE OR PRINT)**

Company Name		
Address		City/State/Zip Code
Signature		Authorized Representative / Title
E-mail	Phone	Fax

This Request for Proposal will be provided in alternative formats such as Braille, large print, audio cassette or computer disk for individuals with disabilities upon request.

Sealed proposals are hereby solicited and will be received only at the office of the King County Procurement Services Section at 821 Second Avenue, 8<sup>th</sup> Floor, Seattle, Washington, 98104 no later than 2 p.m. on the date noted above regarding *Mobile Collection & Handling of Moderate Risk Wastes* for the *King County Department Natural Resources & Parks – Solid Waste Division*. These services shall be provided to King County in accordance with the following and the attached instructions, requirements, and specifications.

Submittal: King County requires the Proposer to sign and return *this entire Request for Proposal (RFP) document*. The Proposer shall provide *one unbound original* and *four (4) copies* of the proposal response, data or attachments offered, for *five (5) items* total. The original in both cases shall be noted or stamped "Original".

Pre-Proposal Conference: A conference to discuss questions related to this RFP shall be held at 10:00 a.m. on Friday, May 14, 2004, in Conference Room 8A on the 8<sup>th</sup> Floor of the Exchange Building, 821 Second Avenue, Seattle, WA 98104. A site tour will be conducted in the afternoon.

Questions: After the Pre-Proposal Conference, Proposers will be required to submit any further questions in writing prior to the close of business Wednesday, May 19, 2004 in order for staff to prepare any response required to be answered by Addendum. Questions are best received and most quickly responded to when sent via e-mail directly to the following King County procurement personnel: *Primary* – Roy L. Dodman, Senior Buyer [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov) / *Secondary* – Cathy M. Betts, Buyer [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov). Questions may also be sent via fax or mail to the address above.

## **SECTION I – GENERAL INFORMATION**

- A. King County is an Equal Opportunity Employer and does not discriminate against individuals or firms because of their race, color, creed, marital status, religion, age, sex, national origin, sexual orientation, or the presence of any mental, physical or sensory handicap in an otherwise qualified handicapped person.
- B. All submitted proposals and evaluation materials become public information and may be reviewed by appointment by anyone requesting to do so *at the conclusion* of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between King County and the selected Contractor. Please note that if an interested party requests copies of submitted documents or evaluation materials, a standard King County copying charge per page must be received prior to processing the copies. King County *will not* make available photocopies of pre-printed brochures, catalogs, tear sheets or audio-visual materials that are submitted as support documents with a proposal. Those materials will be available for review at King County Procurement.
- C. No other distribution of proposals will be made by the Proposers prior to any public disclosure regarding the RFP, the proposal or any subsequent awards without written approval by King County. For this RFP all proposals received by King County shall remain valid for ninety (90) days from the date of submittal. All proposals received in response to this RFP will be retained.
- D. Proposals shall be prepared simply and economically, providing a straightforward and concise but complete and detailed description of the Proposer's abilities to meet the requirements of this RFP.

Fancy bindings, colored displays and promotional materials are not desired. Emphasis shall be on completeness of content.

- E. King County reserves the right to reject any or all proposals that are deemed not responsive to its needs.
- F. In the event it becomes necessary to revise any part of this RFP, addenda shall be created and posted at the King County Procurement web site. Addenda will also be conveyed to those potential submitters providing an accurate e-mail address. If desired, a hard copy of any addenda may be provided upon request.
- G. King County is not liable for any cost incurred by the Proposer prior to issuing the contract.
- H. A contract may be negotiated with the Proposer whose proposal would be most advantageous to King County in the opinion of the King County Department of Natural Resources & Parks – Solid Waste Division, all factors considered. King County reserves the right to reject any or all proposals submitted.
- I. It is proposed that if a selection is made as a result of this RFP, a contract with a fixed price/prices will be negotiated. Negotiations may be undertaken with the Proposer who is considered to be the most suitable for the work. This RFP is primarily designed to identify the most qualified firm. Price and schedule will be negotiated with the “first choice” Proposer; negotiations may be instituted with the second choice and subsequent Proposer until the project is canceled or an acceptable contract is executed.
- J. This RFP shall be available for use by all King County Departments, Divisions and Agencies. If orders will be placed by the County's Transit Division, the Contractor will be required to sign and comply with the Federal Transit Administration's (FTA)'s required documentation.
- K. The contents of the proposal of the selected Proposer shall become contractual obligations if a contract ensues. Failure of the Proposer to accept these obligations may result in cancellation of their selection.
- L. A contract between the Contractor and King County shall include all documents mutually entered into specifically including the contract instrument, the RFP, and the response to the RFP. The contract must include, and be consistent with, the specifications and provisions stated in the RFP.
- M. News releases pertaining to this RFP, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the King County Department of Executive Services.
- N. King County Code 4.16.025 prohibits the acceptance of any proposal after the time and date specified on the Request for Proposal. There shall be no exceptions to this requirement.
- O. King County agencies' staff are prohibited from speaking with potential Proposers about the project during the solicitation.

Please direct all questions to:

Roy L. Dodman / Senior Buyer  
(206) 263-4266  
[roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov)

or Cathy M. Betts / Buyer  
(206) 263-4267  
[cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov)

NOTE: Documents and other information is available in alternate formats for individuals with disabilities upon advance request by calling Mary Lou Allwine at 206-296-4210 or TTY711.

- P. Protest Procedure - King County has a process in place for receiving protests based upon either proposals or contract awards. If you would like to receive or review a copy, please contact the Buyer named on the front page of this document or call Procurement Services at 206-684-1681.
- Q. Term Service Requirement

If a contract is awarded based on this RFP, it may contain the following provision:

#### Contract Extension

The initial contract period will be for one (1) year from the start date of the contract. The term of the contract may be extended in one (1) year increments for four (4) additional one-year periods for a total contract duration of five (5) years, in accordance with the County's best interest and at the sole option of the County. Prices shall remain firm for the duration of the contract period. Reasonable price changes based on market conditions and price/cost analysis *may* be requested, if such escalations are based on changes in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers ("CPI-U") for the Seattle-Tacoma-Bremerton Statistical Metropolitan Area for the preceding calendar year. You may obtain information about the CPI-U in general and the Seattle area in particular by visiting the United States Bureau of Labor Statistics web site at <http://www.bls.gov/cpi/>. In the event the CPI-U (or a successor or substitute index) is no longer published, a reliable government or other non-partisan index of inflation selected by the County shall be used to calculate any adjusted amounts. Requests for any such changes are to be made in writing to the Department of Natural Resources & Parks, and approved by the County Executive or his/her designee. Any agreed-to change shall take effect at the time of the contract extension and shall remain in effect throughout the extension period. The parties hereto recognize that such changes could be increases or decreases in the prices; both parties are entitled to benefit from such price changes.

- R. Electronic Commerce and Correspondence. King County is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid and Requests for Proposal, as well as related exhibits, appendices, and issued addenda can be found on the King County Internet Web Site, located at <http://www.metrokc.gov/finance/procurement>. Please refer to the "RFPs, RFQs & ITBs / New / Consultants" portion of the site (note: some documents or portions thereof may not be posted on the site. Please note any special messages regarding a particular solicitation). This information is posted at the Web Site as a *convenience* to the public, and is not intended to replace the King County process of formally requesting bid documents and providing the County with contact information for the potential proposer. Each proposer bears the responsibility to confirm the completeness and accuracy of all documents pertaining to a given solicitation, including the receipt of all issued addenda.

If a proposer downloads a document from the Web Site and does not contact the Procurement Office to obtain a hard copy, the proposer *must* use the “Feedback” (Envelope) button at the bottom of the Web page to convey the proposer’s company name, contact name, mailing address, and phone/fax number to the County. Please note which document/documents were downloaded.

After proposals have been opened in public, the County will post a listing of the contractors submitting proposals at the King County Internet site. Please refer to the “RFPs, RFQs & ITBs / Awarded / Consultants” portion of the site for a listing, as well as a notification of a final award.

Unless otherwise requested, letters and other transmittals pertaining to this RFP will be issued to the e-mail address noted in our files, and after submittal, noted on the first page of this document. If other personnel should be contacted via e-mail in the evaluation of this proposal, or to be notified of evaluation results, please complete the information in the table below.

Contact Name	Title	Phone	E-mail address

- S. Washington State Public Disclosure Act (RCW 42.17) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged.
- T. Proposals submitted under this RFP shall be considered public documents and with limited exceptions proposals which are recommended for contract award will be available for inspection and copying by the public.

If a Proposer considers any portion of his/her proposal to be protected under the law, the Proposer shall clearly identify on the page(s) affected such words as “CONFIDENTIAL,” “PROPRIETARY” or “BUSINESS SECRET.” The Proposer shall also use the descriptions above in the following table to identify the effected page number(s) and location(s) of any material to be considered as confidential (attach additional sheets as necessary). If a request is made for disclosure of such portion, the County will determine whether the material should be made available under the law. If the material is not exempt from public disclosure law, the County will notify the Proposer of the request and allow the Proposer ten (10) days to take whatever action it deems necessary to protect its interests. If the Proposer fails or neglects to take such action within said period, the County will release the portion of the Proposal deemed subject to disclosure. By submitting a Proposal, the Proposer assents to the procedure outlined in this paragraph and shall have no claim against the County on account of actions taken under such procedure.

Type of exemption	Beginning Page / Location	Ending Page / Location


- U. Proposers are urged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, whenever practicable, in preparing responses to this RFP.
- V. Bid Identification Label: Please see the Bid Identification Label on the last page of this document.

## **SECTION II – PROJECT SPECIFICATIONS AND SCOPE OF WORK.**

### **A. Purpose or Summary - Collection and Handling of Moderate Risk Wastes**

This project involves two primary tasks: (a) provision and operation of Mobile Collection Facilities capable of receiving moderate risk waste (MRW) delivered to collection sites by household residents of King County; and (b) technical assistance and management of MRW from one or more Fixed Collection Facilities operated by King County employees. The Contractor will be responsible for necessary packing, transportation, storage, recycling, beneficial reuse, treatment, and/or disposal of wastes received at the Mobile and Fixed Collection Facilities in accordance with all applicable local, state and federal laws and regulations. The Contractor is required to be the owner of a TSDF or transshipment Facility located within King, Pierce or Snohomish Counties for initial handling and/or storage of wastes received under this Contract.

At the County's option, the program may operate within the County as (a) a single Mobile collection unit or two separate units operating simultaneously during a portion of the year, and (b) expand from households to all Moderate Risk Waste generators, including wastes generated by conditionally exempt small quantity generators (CESQGs), and (c) replace some of the existing Mobile collection service through operation of an additional Fixed Collection Facility (or facilities).

Currently, the Wastemobile (Mobile Collection Facility) operates at 20 sites throughout the County, with a total of 26 events. Each event typically lasts 3 to 6 days, operating on Fridays, Saturdays and Sundays from 10 AM to 5 PM. Occasionally there may be one-day events, normally operated on a Saturday from 10 AM to 5 PM. The County anticipates that the Contractor will be required to identify and arrange the use of up to 20 sites and up to 26 planned collection events, and will be responsible for coordinating with a separate Contractor who will publicize and promote the collection event in each local community. In 2003, there were 15,438 customers and 648 tons of MRW at Mobile collection sites. At the County's option, the Contractor may be required to serve more or fewer sites than currently planned.

The Fixed Collection Facility is located in Bellevue, Washington and operates four days per week. Current operating hours are from 9 AM to 4 PM, Thursday through Sunday. The Facility is staffed by King County Transfer Station Operators. The contractor will have primary responsibility for the transportation and management of MRW collected at the Facility. This task includes the following activities: (a) classifying and properly packaging unknown materials that are stored in safety cabinets; (b) packaging other materials that are segregated by hazard class in safety cabinets; (c) manifesting, loading and transporting MRW from the Facility. In 2003, there were 12,267 customers and 463 tons of MRW at the Bellevue Facility. Typically, the Contractor removes MRW from the Facility on Wednesday, Friday, Saturday, and Sunday; during winter months the pickup frequency may decrease to Saturday and Wednesday only.

This project continues an existing collection program operated by the County since 1989. The County expends approximately \$1.7 million per year for operations under the existing Contract. The County plans to begin collection services with the successful proposer under a new Contract on January 1, 2005 and to continue services through December 31, 2005. Contingent upon the appropriation of necessary funds by the King County Council, the County may elect to extend the Contract for up to four additional one-year terms. If the Contract is extended beyond

2005, the Contractor's unit prices will be increased according to a cost escalation adjustment factor as specified in this RFP.

## **B. King County Solid Waste Division Overview**

The Local Hazardous Waste Management Program provides Moderate Risk Waste (MRW) collection from household customers throughout King County. The program is sponsored by King County, the City of Seattle, the cities within our regional system, and Public Health – Seattle & King County. The program is guided by the Local hazardous Waste Management Plan mandated under RCW 70.105 and adopted in March 1998. The City of Seattle operates two MRW collection sites within its city limits, which are open to all King County residents. The County's Household Hazardous Wastemobile (Mobile Collection Facility) and Fixed Collection Facility in Bellevue also provide MRW collection services to King County residents.

The Solid Waste Division – a partner in the Local Hazardous Waste Management Program – provides transfer and disposal of municipal solid waste and waste reduction and recycling services to residents and businesses throughout King County, except for Seattle. It operates the Cedar Hills Regional Landfill located in Maple Valley, as well as eight geographically dispersed transfer stations and two rural drop boxes. The Solid Waste strategic vision is to ensure the efficient provision of regional solid waste services, to maximize value for ratepayers by promoting competition in the private solid waste market and obtaining public-sector efficiencies, and to work in partnership with cities and other stakeholders to protect health, safety and the environment.

Over the past decade the Division has greatly enhanced its solid and hazardous waste prevention and recycling programs. Through King County's residential hazardous waste programs and special recycling events, more than 12,000 tons of hazardous waste and more than 12,000 tons of recyclable household items have been diverted from landfills, sewers, storm drains, and groundwater. The County's successes have been achieved through the combined efforts of the Division's programs, the regional agencies supporting the LHWMP, consultants, private recycling firms, businesses, residents, and suburban cities' resource conservation programs.

## **C. Scope of Work**

### **1. Definitions**

For the purposes of the RFP Documents, Contract and all exhibits and attachments thereto, the following words and phrases shall have the meanings set forth below:

- 1.1 **"Acceptable Waste"** means the following Moderate Risk Wastes, except as amended in accordance with the provisions specified under this Scope of Work:
- Pesticides and Poisons
    - Solid
    - Liquid
    - Liquid Aerosol



- Dioxin-Containing Materials (including pentachlorophenol)
- Oil
  - Used Motor Oil
  - Contaminated Oil
  - Oil Filters
- Fuels and Solvents
  - Chlorinated and Non-Chlorinated, Non-Aerosol
  - Chlorinated and Non-Chlorinated, Aerosol
  - Compressed Gas Cans, Canisters and cylinders
  - Propane Barbeque Cylinders
- Paints
  - Latex, Recyclable
  - Latex, Non-Recyclable
  - Oil-Based
  - Aerosol
  - Related Products (e.g., stains, roof coatings, adhesives and glues)
- Antifreeze
- Corrosives
- Oxidizers
- Organic Peroxides (e.g., fiberglass repair kits)
- Reactives
- PCB Light Ballasts and Capacitors
- Rechargeable Batteries
- Lead-Acid Batteries
- Fluorescent and High Intensity Discharge Lamps
- Mercury Containing Devices
- Empty Drums, Last Contained MRW

- 1.2 **"Addendum" or "Addenda"** means a written or graphic document or documents issued by the County before RFPs are opened which clarifies, corrects, or changes the RFP Documents.
- 1.3 **"Applicable Law"** means all federal, state, regional, or local statutes, rules, codes, ordinances, regulations, and schedules, that apply to the Contractor's operations under the Contract.
- 1.4 **"Beneficial Reuse" or "Reuse"** means reuse of a waste in its inherent received form, or processing of a waste that results in a material used in a manner other than that intended for the

material from which the waste was generated. Beneficial Reuse includes but is not limited to burning of an Acceptable Waste as a fuel or for energy recovery. Beneficial reuse excludes Recycling.

- 1.5 **"Consumer Price Index" or "CPI"** means the Consumer Price Index of All Urban Consumers for the Seattle-Tacoma, Washington, Standard Metropolitan Statistical Area (1982-84 = 100), as published from time to time by the United States Department of Labor, Bureau of Labor Statistics, or any other appropriate index as may be mutually agreed upon by the parties to the Contract.
- 1.6 **"Contract"** means the contract between King County and the Contractor for Moderate Risk Waste collection services as the same may be modified and supplemented from time to time in writing by mutual agreement of the County and the Contractor, including all RFP Documents.
- 1.7 **"Contractor"** means the Proposer with whom the County enters into a Contract to perform the services subject to RFP 120-04RLD.
- 1.8 **"Dispose", "Disposal" and "Disposed"** means final landfilling, destruction, incineration or other final treatment of a waste in accordance with Applicable Law, provided that the treatment or disposal method has been approved in writing by the County pursuant to the Contract. Mere acceptance of a waste at a Treatment, Storage and/or Disposal Facility does not meet this definition.
- 1.9 **"Facility," "Facilities," or "Facility(s)"** means either (a) the Mobile Collection Facility or facilities provided by the Contractor pursuant to the Contract; (b) the Fixed Collection Facility that is currently perated by King County; and (c) any new Fixed Collection Facility that King County that may operate during the life of the contract. Included under the definition of facilities are transshipment facilities, TSDFs and any and all other equipment, vehicles, supplies and personal and real property used by the Contractor, its Subcontractors, agents, and service providers for the performance of the Contractor's responsibilities under the Contract.
- 1.10 **"General Mobile Collection Siting Plan" or "General Siting Plan"** means a schedule of collection sites for one full year of operation of the Mobile Collection Facility.
- 1.11 **"Handle" or "Handling"** means the management, collection, packing, transportation, storage, treatment, Recycling, Beneficial Reuse, and/or Disposal of any waste, including but not limited to Acceptable Waste, received in connection with the Project.
- 1.12 **"Hazardous Waste"** means any waste, material or substance that is:
  - 1) Defined as hazardous by 40 CFR Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C to the Resource Conservation and Recovery Act (RCRA) of 1976, 42 U.S.C. §§ 6901 et seq., as amended by the Hazardous and Solid Waste Amendments of 1984; the Toxic Substance Control Act, 15 U.S.C § 2601 et seq.; The Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. § 9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986, or any other federal statute or regulation governing the treatment, storage, Handling, or disposal of waste, materials or substances, which imposes

special Handling or disposal requirements similar to those required by Subtitle C of RCRA;  
or

- 2) Defined as dangerous or extremely hazardous by Chapters 173-303 or 173-340 WAC and regulated as a dangerous waste or extremely hazardous waste by the Washington Department of Ecology under the State Hazardous Waste Management Act, Chapter 70.105 RCW, the Model Toxics Control Act, Chapter 70.105D RCW, or any other Washington State statute or regulation governing the treatment, storage, Handling, or disposal of waste, materials or substances, which imposes special Handling or disposal requirements similar to those required by Chapter 70.105 RCW.

Certain waste that is not, as of the effective date of the Contract, included in this definition may after that date come within its scope as determined by a governmental entity with jurisdiction; certain other waste that is within this definition may cease to be so included. Accordingly, any waste material or substance shall be deemed Hazardous Waste at the time, but only so long as, and to the extent that, it is included in the definition of Hazardous Waste set forth above.

- 1.13 **"Household Generator"** means a generator of Household Hazardous Waste, not including Small Quantity Generators, contractors and commercial agents or service providers or professional waste Handling firms.
- 1.14 **"Household Hazardous Waste"** means any discarded liquid, solid, contained gas, or sludge, including any material, substance, product, commodity, or waste used or generated in the household that exhibits any of the characteristics or criteria of dangerous waste set forth in Chapter 173.303 WAC. The waste must be derived from routine household operations and maintenance, versus unrelated business activities.
- 1.15 **"Incineration" and "Incinerated"** means thermal destruction of a waste material in accordance with Applicable Law, not including the use of high-Btu Acceptable Wastes as fuels or for energy recovery.
- 1.16 **"Lab-Packed" and "Lab Pack"** mean the packing of Acceptable Waste in accordance with the requirements of 49 CFR 173.12.
- 1.17 **"Moderate Risk Waste" or "MRW"** means moderate risk waste as that term is defined in RCW 70.105.010(17), as it may be amended from time to time.
- 1.18 **"Project"** means any and all matters and actions that the Contract requires to be done, kept, performed, and furnished by the Contractor and the County, respectively.
- 1.19 **"Proposal"** means a Proposer's offer as submitted on the RFP Forms and other submittals.
- 1.20 **"Proposer"** means a business entity that submits a Proposal directly to the County for this Project.
- 1.21 **"Recycle, Recycled, or Recycling"** means transforming, remanufacturing, reprocessing or re-refining waste materials into usable or marketable products or commodities that can characteristically be used in a manner similar to the original product from which the waste was

generated, and marketing or distributing these products or commodities for use other than landfill, Incineration, stockpiling, or as a fuel. This definition does not include reuse of residues from treatment, destruction, Incineration, or other methods of waste Disposal.

- 1.22 **"RFP Documents"** means all documents that comprise this RFP, including all Addenda issued prior to receipt of Proposals.
- 1.23 **"RFP Forms"** means the forms provided by the County and submitted by the Proposer as part of the Proposal Documents in response to the County's RFP to provide services under the Contract.
- 1.24 **"Small Quantity Generator"** means a conditionally exempt generator of small quantity hazardous Wastes as set forth in 40 CFR 261.5 and WAC 173-303-070 (8) (a).
- 1.25 **"Subcontractor"** means any business entity that will (a) serve as a subcontractor to or partner with the Proposer, and (b) receives compensation for services equal to 5 percent or more of the total compensation received by the Proposer from the County in any twelve consecutive months of operations under the Contract, or (c) serves as a Transporter or a Treatment, Storage and/or Disposal Facility to be used in connection with the Project, regardless of the amount of compensation. A **"Primary Subcontractor"** is any subcontractor who may receive compensation for services equal to 25 percent or more of the total compensation received by the Proposer from the County in any twelve consecutive months of operations under the Contract.
- 1.26 **"Successful Proposer"** means the Proposer to whom the County makes an award as provided this RFP.
- 1.27 **"Transshipment Facility"** means any Facility where Moderate Risk Waste is received from the Project and may be stored up to ten days prior to shipment to a Recycling, Treatment, Storage or Disposal Facility.
- 1.28 **"Treatment, Storage, and/or Disposal Facility" or "TSDF"** means any permitted Facility other than the Mobile Collection Facilities at which Acceptable Wastes are recycled, treated, stored (greater than ten days) or disposed.
- 1.29 **"Unacceptable Waste"** means any Hazardous Waste or Moderate Risk Waste other than Acceptable Waste. These include, but are not limited to explosive, radioactive, asbestos and biohazardous materials. For additional information on Unacceptable Wastes procedures, see Section 9.0.
- 1.30 **"Waste Management Hierarchy"** means the County's preferred order of waste Handling, with Recycling first, Beneficial Reuse second, Treatment third and Disposal last.

## **2. County Responsibilities**

- 2.1 **Information.** Copies of documents and other information in the County's possession will be made available without charge to the Contractor as the Contractor may reasonably require in the performance of its work. This information includes but is not limited to previous locations of and contact persons for sites used to provide Mobile collection services.

**2.2 Cooperation with the Contractor.** The County shall use its best efforts to cooperate with the Contractor and to respond to the Contractor's reasonable requests for information and assistance, consistent with the provisions of the Contract. However, it is not the County's responsibility in any way to supervise the Project so as to relieve the Contractor of any liability, responsibility, or consequence for neglect, negligence, carelessness, substandard or defective work, or for the use of substandard materials or equipment by the Contractor, its officers, employees, Subcontractors, or agents. The County assumes no liability as a result of any County inspections of the Project sites and Facilities, and directions or suggestions given by any County inspector shall not relieve the Contractor of any responsibility or liability associated with its operations under the Contract.

### **3. Contractor Responsibilities**

#### **3.1 General**

**3.1.1 Waste Acceptance and Ownership.** The Contractor shall accept and Handle all Moderate Risk Wastes explicitly designated as Acceptable Wastes by the County. The County in its sole discretion may 1) designate additional wastes as Acceptable Wastes, 2) remove wastes from the list of designated Acceptable Wastes, 3) impose limits on the quantity of any Acceptable Waste collected at any or all collection sites, and/or 4) implement alternative means of waste management.

- (a) The County shall provide written guidelines for the acceptance of unusual quantities or types of Acceptable Waste. The County shall also provide prior written authorization to the Contractor to accept such waste, and will identify the customer's name and driver's license number or vehicle plate number, and the type and quantity of waste. If a customer arrives at the Facility with unusual wastes which either do not match the waste described in the approval or which were not pre-approved in writing by the County, the Contractor may use its discretion in applying the written waste acceptance guidelines.
- (b) The Contractor shall have the right to Recycle or Beneficially Reuse any Acceptable Waste to which it receives title under the Contract and to retain any payments it receives from the sale of recovered materials.
- (c) The Contractor shall accept and Handle all Acceptable Wastes delivered to any Mobile or Fixed Collection Facility except for wastes that cannot be managed or transported under Applicable Law. Ownership of and responsibility for Handling Acceptable Waste shall pass to the Contractor from the party delivering the Acceptable Waste at the time that party enters the unloading bay of any Mobile or fixed collection Facility.
- (d) The Contractor may be responsible for investigation, removal and handling of Moderate Risk Waste abandoned in the vicinity of a Mobile or Fixed Collection Facility. If there is an imminent threat to human health or the environment, the contractor shall implement containment, removal and Handling actions within two hours following notification by the County. If there is no apparent immediate threat to public health or the environment, the Contractor shall implement containment, removal and Handling actions within eight hours following notification by the County. Investigation and removal of abandoned wastes shall be considered extra work in accordance with the Contract provisions. However, standard

unit prices for packaging, transportation and disposal as contained in the Contract shall apply.

In the case of abandoned wastes found at a Mobile Collection Facility that has been cancelled by the Contractor without approval by the County, the Contractor shall be responsible for all costs of investigation and removal of such wastes if the County reasonably determines that the relocation arose from the actions, omissions, or errors of the Contractor, its Subcontractors, or agents. If the relocation occurred through no fault of the Contractor, its Subcontractors or agents, then the costs of investigation and removal of illegally dumped wastes at the canceled site shall be compensated as extra work as in accordance with the Contract provisions.

- 3.1.2 **Administrative and Operational Changes.** The County may from time to time elect to change Project administrative or operational requirements as needed to implement County policy with regard to waste management and the protection of human health and the environment. Such changes may include but are not limited to the collection of specified Small Quantity Generator Moderate Risk Wastes. Additional work effort arising from such changes in County requirements shall be extra work, to be undertaken in accordance with the Contract provisions.
- 3.1.3 **Right to Inspect and Monitor.** The County reserves the right to monitor and inspect Mobile and Fixed Collection Facility operations by individuals who have received adequate training in MRW hazards and controls. At a minimum, this training will consist of a 24-hour MRW handling class.
- 3.1.4 **Project Management.** The Contractor shall be responsible for coordinating all phases of the Project; directing the efforts of the Contractor's officers, employees, agents, and Subcontractors; managing the Project budget, schedule, accounting, invoicing, record keeping and reporting; and providing ongoing communications with the County. During the Mobile collection season, the Contractor shall meet monthly with the County, or more frequently at the request of either party, to evaluate Project performance, and as needed to implement the Scope of Work and all other requirements of the Contract. The Contractor shall be represented at meetings with the County by the Contractor's Project Manager and a site supervisor assigned to the Mobile Collection Facility. The Contractor shall respond to reasonable requests from the County for information regarding the Contractor's and any Subcontractor's activities in connection with the Project, including but not limited to requests for 1) site-specific and aggregated information about quantities and types of waste received and numbers of customers served, and 2) clarification and documentation of reports submitted and invoices.
- 3.1.5 **Accounting.** The Contractor shall at all times maintain an accounting system that uses generally accepted accounting principles consistently applied for all services rendered and materials supplied, including extra work and deleted work, if any, in connection with the Contract. The Contractor shall keep books and records, and the County shall have access to those books and records for the purposes of evaluating the Contractor's performance and for verifying invoices for services provided in connection with the Contract.

- 3.1.6 **MRW Packaging.** To the extent practical, the Contractor shall minimize the number of containers of Acceptable Waste Handled, and shall minimize its charges to the County by packing the maximum number of full containers of a larger size before packing containers of a smaller size for any waste type. The Contractor shall be allowed to ship no more than one partial container of each container size for each waste category per day of operation at each Mobile Collection Facility, and per pickup at the Fixed Collection Facility.
- 3.1.7 **Cost of Living Increase.** Should the County elect to extend the contract beyond the initial one-year period, unit costs and other fees adopted under the Contract shall be increased or decreased based on changes to the Consumer Price Index of All Urban Consumers for the Seattle-Tacoma, Washington, Standard Metropolitan Statistical Area during the first six months of the current year of the Contract.

### 3.2 Mobile Collection Facility Design and Mobilization

- 3.2.1 **Functional Requirements.** The Contractor shall design and provide Mobile Collection Facilities for the collection of Moderate Risk Wastes. These Facilities shall be capable of receiving, packaging, manifesting, loading, treating, recycling, storing, transporting, and/or Disposing of all Acceptable Wastes in full compliance with Applicable Law, and shall be subject to prior approval by King County and applicable local health department regulations. The Contractor shall also be capable of managing and providing for Disposal of unknown or unidentifiable substances in full compliance with Applicable Law.

Mobile Collection Facilities shall include all equipment necessary to provide for on-site Project administration, communications, control, management and electronic data collection. Mobile Collection Facilities shall be designed in a way to provide for the safety of Contractor's employees and the public and for response to environmental and health emergencies as required by Applicable Law.

If requested by the County the Contractor shall also provide space, equipment and supplies needed to allow for the on-site exchange or diversion of reusable materials.

Mobile Collection Facilities shall be designed to allow convenient Facility setup, cleaning, closure, storage, and transportation operations. The site shall be designed to provide for orderly and safe access, egress, on-site traffic patterns, and to provide for site security before, during and after operating hours. Total site area available for collection operations shall be approximately 6,000 square feet.

- 3.2.2 **Mobile Collection Facility Components.** At a minimum, each Mobile Collection Facility shall consist of the following items and equipment, or their functional equivalent:
- Equipment truck for Facility storage and transportation
  - Office/Staff trailer, including shower, first aid station and washing basins
  - Electric Generator
  - Fire Response System
  - Portable Laboratory Facilities for waste identification and categorization
  - Waste receiving and unloading tent(s) or canopy(ies)

- Portable Berm Trays
- Portable cyclone fencing as necessary to provide for site security
- Signage
- Fork Lift with barrel handling attachment
- Protective ground cover for work area and unloading area
- Staff vehicle
- Portable toilet and service
- Spill clean-up materials
- Mobile Telephone
- Portable Computer for on-site data management
- Miscellaneous tools and equipment
- Covered space available for waste diversion activities (if requested)

3.2.3 **Number of Mobile Collection Facilities.** The Contractor shall provide a single Mobile Collection Facility from January through October. The County may alter this schedule to require the Contractor to operate all year or it may require the Contractor to provide and operate up to two concurrent Mobile Collection Facilities upon written notice from the County to the Contractor.

3.2.4 **Schedule.** The Contractor shall operate the collection Facility according to the annual General Siting Plan. If requested by the County, an additional Mobile Collection Facility shall begin operation in compliance with the terms and conditions of the Contract no later than 90 days after written notice from the County to the Contractor.

3.2.5 **Transportation.** The Contractor shall provide for set up, dismantling, transportation and storage of Mobile Collection Facilities to and between collection sites, including those items of equipment and materials provided and used by the County or its agents at the collection site as part of the County's public education, data collection or waste diversion programs.

### 3.3 **Mobile Facility Operations.**

3.3.1 **General.** The Contractor shall provide all equipment, staff, and materials necessary to provide efficient collection and Handling of all Acceptable Wastes received, and shall at all times operate Mobile Collection Facilities in accordance with Applicable Law. Sufficient Contractor resources shall be provided to minimize customer waiting time to the maximum extent feasible. At most events, multiple traffic lanes are required for efficient offloading of MRW. The Contractor shall be responsible for obtaining any local permits required to operate the event; the County will reimburse the Contractor for the cost of such permits, at cost. The Contractor shall supply drums or other approved containers, absorbent, labels, appropriate shipping papers, and any other necessary supplies. The Contractor shall be responsible for the lawful transportation, Recycling, Beneficial Reuse, treatment, storage and/or Disposal of all wastes received at the Mobile collection sites. All drums and other approved containers shall be clearly labeled and manifested before removal from the Facility sites. Where Applicable Law



permits, all Acceptable Waste shall be removed from the Mobile collection site(s) daily, no later than six hours after closure of the site(s) to the public.

**3.3.2 Schedule of Operations.** Each Mobile Collection Facility shall operate for the number of days specified in the General Siting Plan at each of the scheduled sites. Facilities shall be open to the public from 10:00 am to 5:00 pm unless otherwise specified in writing by the County.

**3.3.3 Producer Responsibility** If specified by the County, the Contractor shall be required to divert Acceptable Waste to the business or industry responsible for its original sale, distribution, manufacture, or re-manufacture.

**3.3.4 Waste Diversion.**

- (a) The Contractor shall divert Acceptable Waste materials from Mobile collection events to the maximum extent feasible. The typical parameters for reuse items includes that the container is in good condition, labels are intact, and the contents are at least half full. Materials that are currently diverted include, but are not limited to latex and oil based paints, automotive products, cleaners, fertilizers, and paint related materials. Materials that are currently not diverted include lead acid batteries, mercury containing devices, pesticides, poisons, and highly flammable, reactive or corrosive materials. All uncontaminated household bleach shall be diverted for reuse to the maximum extent feasible; partially filled containers shall be combined at the Mobile Collection Facility prior to shipment. With at least 15 days advance notice, the list of acceptable items may be changed as directed in writing by the County Project Manager. The County reserves the right to station a properly trained employee at Mobile Collection Facilities to monitor and oversee diversion of usable materials.
- (b) Currently, all diverted materials are picked up by a City of Seattle employee. However, the Contractor may be required to perform this task. If requested, diverted materials shall be transported to the Reuse store, located at 3641 Second Avenue South, Seattle, WA 98134. If the store is not open, the contractor may also be required to temporarily store materials at a Contractor-operated Facility for a period of up to three days before being transferred to the Reuse Store. The Contractor shall obtain approval from the Reuse Store manager for scheduling delivery times. The County may arrange for alternate methods of transporting diverted materials from the Mobile Collection Facilities and may audit diversion activities.

**3.3.5 General Waste Handling Guidelines**

- (a) Non-hazardous waste shall be returned to the generator for home disposal, or accepted for Diversion.
- (b) Oil, antifreeze and pourable alternative fuels (e.g., gasoline) shall be bulked at the Mobile Collection Facility. Latex paint may also be bulked. Other materials shall be loose-packed as permitted under Applicable Law unless the primary container is leaking or when bulk quantities are brought to the Mobile Collection Facility.
- (c) Tub skids must have minimum interior volume of 27 cubic feet.

- (d) Alternate size packaging not listed in the unit prices may be used if permitted under Applicable Law upon mutual agreement by the Contractor and County.

- 3.3.6 **Latex Paint.** The Contractor shall inspect each container of latex paint received at Mobile collection Facilities and shall separate on-site paint containers that are equal to or less than  $\frac{1}{4}$  full and any containers holding paint that has hardened or otherwise spoiled. These wastes will be managed separately from other latex paints, as discussed under Section 4.2. The Contractor may dispose of containers with hardened paint without further treatment, if permitted by applicable regulations. Pourable latex shall be solidified prior to disposal. Bulking operations may be conducted at a Mobile Collection Facility or at an off-site Facility. The County may require that bulking operations be conducted at the Mobile Collection Facility versus an off-site Facility, depending upon cost considerations and as a means of comparing the cost of on-site versus off-site bulking.
- 3.3.7 **Security and Mobility.** The Contractor shall at all times provide for the security of Mobile collection Facilities, and prevent unauthorized access to the Facilities. The Contractor shall, at a minimum, visit each site once each day when the Facility is closed to inspect for and Handle any abandoned waste, vandalism or other incidents. The Contractor shall dismantle the Mobile Collection Facilities and transport them away from any site within four hours of any emergency request by the County or the site owner. The Contractor shall dismantle Mobile Collection Facilities and transport them away from the site within 72 hours after the event is completed.
- 3.3.8 **Mobile Collection Facility Generator Types.** The Contractor shall accept Moderate Risk Wastes delivered to Mobile Collection Facilities only by Household Generators. The County may, at its sole discretion, require the Contractor to accept and Handle Moderate Risk Waste only from Generators who have a pre-arranged appointment to use the Facility. The County may, at its sole discretion, require the Contractor to accept and Handle specifically designated Moderate Risk Wastes delivered to Mobile Collection Facilities by Conditionally Exempt Small Quantity Generators.
- 3.3.9 **Mobile Collection Facility Use.** The Contractor shall develop, operate and administer the Project and Mobile Collection Facilities in full accordance with the terms and conditions set forth in the Contract. The Contractor shall not use Mobile Collection Facilities to provide services in addition to those set forth in the Contract, except with prior written approval from the County.
- 3.4 **Site Location, Scheduling and Signage.**
  - 3.4.1 Subject to approval by the County, the Contractor shall identify and acquire access to and use of 20 sites for Mobile Collection Facilities for approximately 26 events during the term of the Contract. The County may require the Contractor to visit more or fewer than 20 sites and 26 events during any calendar year of operations under the Contract. All sites shall have a paved surface.
  - 3.4.2 A General Mobile Collection Siting Plan for 2005, similar in form to Table 3-1, will be provided to the Contractor by the County on or before commencement of the Contract. Beginning August 1, 2005 and for all subsequent years of the Contract, the Contractor shall prepare a

General Siting Plan for the following year in accordance with the County's service goals. The County will work with the Contractor to develop an annual General Siting Plan that optimizes service to County residents and achieves a repeated presence of the Mobile Collection Facility throughout the County each year. The Contractor shall submit a draft General Siting Plan for the following year no later than September 1 of any year. The County will comment on the draft plan no later than September 15. On approval by the County of the draft plan, the Contractor shall provide the final General Siting Plan to the County in Excel file format no later than October 1.

<b>Table 3-1 Example Mobile Collection Facility Siting Plan</b>		
Collection Start Date	Submit Site Proposal <sup>1</sup>	Community Location
Feb 6-8	Oct 17	Covington
Feb 13-15	Oct 24	Shoreline
Feb 20-22	Oct 31	Des Moines
March 5-7	Nov 14	Kent
March 12-14	Nov 21	Juanita/Kingsgate
March 19-21	Nov 28	Vashon Island
March 26-28	Dec 5	Federal Way
April 3	Dec 12	Redmond
April 9-11	Dec 19	Renton
April 17	Dec 26	Snoqualmie/North Bend
April 23-25 April 30, May 1,2	Jan 2	Auburn
May 7-9 May 14-16	Jan 16	Woodinville
May 21-23	Jan 30	Bothell/Kenmore/LFP
June 4-6	Feb 6	Enumclaw
June 11-13 June 18-20	Feb 13	Kent
June 25-27	Feb 27	Carnation
July 9-11	March 5	Tukwila
July 16-18	March 12	Sammamish
July 23-25 July 30,31 & Aug 1	March 19	Federal Way
Aug. 6-8	April 2	Issaquah
Aug. 13-15	April 9	Maple Valley
Aug. 20-22 Aug. 27-29	April 16	Kent
Sept. 10-12 Sept. 17-19	April 23	Burien/SeaTac
Oct.1-3	May 7	Federal Way
Oct. 8-10	May 14	Redmond
Oct. 15-17	May 21	Bothell/Kenmore/LFP

<sup>1</sup> 16 weeks prior to commencement of services

3.4.3 On commencement of the Contract, the County shall also provide a list of specific sites through May 2005. All subsequent sites shall be developed by the Contractor as set forth below.

- (a) At least 16 weeks prior to the commencement of collection in a given community, the Contractor shall provide a proposed site to the County. The site location shall be developed in cooperation with the County and local government entities. The County reserves the right to disapprove sites proposed by the Contractor based on factors such as accessibility and community safety.
- (b) The Contractor shall enter into negotiations with site owners and secure a signed site agreement, as set forth in Figure 1 (Site Agreement) from the owners no later than 12 weeks prior to the scheduled collection date. A copy of the agreement shall be submitted to the County prior to commencement of services at the site. The Contractor shall also secure any necessary permits to use the selected site no later than 12 weeks prior to the scheduled collection date.
- (c) During the third quarter of any year of operations under the Contract, the Contractor shall develop sites as set forth above for the first three months of the next year of operations, regardless of whether the term of the Contract ends before the next year of operations.

3.4.4 In the event that the owner of a previously approved and scheduled collection site withdraws permission to use the site, the Contractor shall identify and acquire access to an alternative site in the same service area. The Contractor shall use reasonable efforts and shall work with the County and appropriate local recycling coordinators and community leaders to replace the site without changes in the current Mobile Collection Facility Plan.

Subject to prior County approval, all signage and/or security used to prevent abandoned waste at a canceled site shall be compensated as extra work at the Contractor's Cost if the site cancellation occurred through no fault of the Contractor or its Subcontractors or agents. If the County reasonably believes the relocation arose through the actions, omissions, or errors of the Contractor, or its Subcontractors or agents, all costs of preventing illegal dumping at the site shall be the responsibility of the Contractor.

3.4.5 The Contractor shall within ten (10) days of completing mobile collection services at any site provide the County with names, addresses and site participation data needed for thank you letters to all parties who assisted in siting or publicizing the Mobile Collection Facility visit. Such letters shall be prepared and mailed by the County.

**Figure 1**

**King County Solid Waste Division  
Wastemobile (Mobile Collection Facility) Siting Agreement**

The Wastemobile is a Mobile household hazardous waste collection service that has been offered to King County residents since 1989. We have served over 270,000 customers and kept more than 24,000,000 pounds of Hazardous Waste out of the landfill and groundwater, and we have done it without a single reportable incident. We are proud of the responsible waste handling our contractor has provided.

The County and/or its contractor take responsibility for any site damage caused by the Wastemobile operation or wastes that could be reasonably related to the Wastemobile which are found on your property for up to seven (7) days after the Wastemobile's last collection day, provided we receive your notice within the seven days. If the waste is found to be related to a tenant's business, the County will not be responsible for its removal. **Please call (206) 296-6542 immediately if you find any unattended Hazardous Waste or damage to your property.**

Dates of visit: \_\_\_\_\_

Hours of operation: 10 a.m. to 5 p.m.

Site information: Name of site owner \_\_\_\_\_ Phone # \_\_\_\_\_

Name of contact person \_\_\_\_\_ Phone # \_\_\_\_\_

Location \_\_\_\_\_

Approximate square feet of Wastemobile site \_\_\_\_\_

Site drawing Please include adjacent streets, property boundaries and location of Wastemobile and other major structures or landmarks on or near the property.

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Site Owner or Authorized Representative      Date

---

Contractor      Date

### 3.5 Other Mobile Facility Requirements

3.5.1 **Signage.** The Contractor shall provide as part of each Mobile Collection Facility permanent signage identifying the Project to the public. Signage shall state clearly that all services and Facilities related to the Project are provided pursuant to a Contract with and as a program of the King County Solid Waste Division and the Local Hazardous Waste Management Program in King County, in cooperation with local government and community organizations. The County shall review signs prior to fabrication and give its reasonable approval to all signage provided in connection with the Project. Signage at the Facility shall be large enough that the message can be read from a vehicle at a distance of twenty feet from the sign. Signage shall be kept in good repair at all times.

The Contractor shall provide signs prominently displayed at each Facility indicating the following information:

- Name and sponsor(s) of the Project
- Dates and times of operation
- Other site(s) at which the Facility is currently operating, if any
- All directional and instructional signs necessary to assure safe and efficient operations at the collection site
- The LHWMP Hazards Line telephone number for residential customer information, and the hours that number is staffed
- Notice that the service is for residents only and businesses may not use the Facility(s)
- The LHWMP business assistance telephone number for businesses
- A local 24 hour emergency telephone number staffed by the Contractor

In addition, any trailers or other storage equipment left on site overnight shall be posted with a notice stating that all hazardous wastes are removed from the unit at the end of each day.

Wherever Applicable Law allows, the Contractor shall provide 10 sandwich board signs directing users to the Mobile Collection Facility from the nearest arterial(s). The signs shall be constructed of wood and shall measure at least 30 inches wide by 36 inches high.

3.5.2 **Staffing.** Each Mobile Facility shall be staffed by one Site Supervisor (SS) who shall provide staff supervision at Mobile Collection Facility sites, and a sufficient number of Hazardous Waste Specialists (HWS) and Hazardous Waste Technicians (HWT) as necessary to operate the Mobile Collection Facilities safely and efficiently, and in accordance with the Contract.

3.5.3 **Mobile Collection Facility Reporting and Documentation.** All reports and documentation shall be complete and substantially correct in order to be deemed on time.

3.5.4 **Site Information.** The Contractor shall provide to the County information summarizing routine and extraordinary activities during that site visit. This information shall be submitted within two weeks of the event and may be included along with the event invoice instead of as a separate document. The information shall include, but not be limited to:



- (a) The unit quantities and waste conversions of Acceptable Waste received at each site itemized by waste type;
- (b) An inventory of mercury-containing materials, including: the number of 8-foot, 4-foot and compact fluorescent tubes; number of thermostats; number of fever thermometers, and the type and number of other mercury-containing devices;
- (c) The number of vehicles arriving at the Mobile Collection Facilities by hour, day and total for the site; and,
- (d) An account of any extraordinary weather conditions or other occurrences, including other community events known to the Contractor, accidents or emergencies that arose during the site visit which might have affected participation.

**3.5.5 Operating, Emergency and Spill Response, and Safety and Health Plans.** The Contractor shall have a current written operating plan, a written emergency and spill response plan, and a written safety and health plan approved by Public Health – Seattle & King County in effect at all times during operations under the Contract. A copy of these plans shall be given to the County and Public Health – Seattle & King County at least thirty days (30) days prior to commencement of operations under the Contract. Thereafter, the Contractor shall notify the County of any material change in any of these plans, and shall provide the County with a copy of a revised plan no later than 5 days after the effective date of any such revision.

**3.6 Fixed Collection Facility Support.** The Fixed Collection Facility is currently located in Bellevue, Washington and operates four days per week. The operating hours for the MRW Facility are from 9 AM to 4 PM, Thursday through Sunday. An additional facility may be opened in South King County in 2006. The Facility is staffed and operated by King County Transfer Station Operators (TSOs). Currently, the Contractor has primary responsibility for the transportation and management of MRW collected at the Facility, and also assists in packaging MRW. These tasks include the following: (a) classifying and properly packaging unknown materials that are stored in safety cabinets; (b) packaging other materials that are segregated by hazard class in safety cabinets; (c) loading and transporting these and other MRW from the Facility; and, (d) managing MRW shipped from the Facility. The following materials are prepackaged by Facility staff into containers as noted:

- Latex Paint: Cubic Yard Boxes and Pallets
- Bulk oil and antifreeze: 55-gallon drums
- Oil based paints and Paint Related Materials: 55-gallon drums
- Lead Acid Batteries: Pallets
- Fluorescent Lamps: Cardboard Containers

All other materials are stored in safety cabinets and are packaged by the Contractor. The County may elect to perform hazard categorization and packaging operations (tasks (a) and (b)) and/or elect to arrange for alternative transportation and management for selected types of wastes (tasks (c) and (d)) during the duration of this contract.

- 3.6.1 **Fixed Collection Facility MRW Shipment Frequency and Scheduling.** The County shall determine the required shipment frequency, in consultation with the Contractor. The required frequency of shipments is typically daily during busy periods of the year and every other day during winter months. **Note that the maximum truck length is limited to 26 feet at the Bellevue Fixed Collection Facility.** Currently, wastes are picked up on Friday, Saturday, Sunday and Wednesday. The Contractor will be required to obtain approval of the proposed transportation schedule by the Transfer Station Supervisor. Except for emergency service, the Contractor will be normally be required to schedule pickups outside of the MRW Facility operating hours and when the self-haul solid waste operations are less busy. This is typically during the morning, between 8 AM and 9 AM. The Transfer Station operating hours are from 6:30 AM to 5:00 PM, seven days per week. Between April 16 and September 15 the Facility is open on Saturdays and Sundays until 6:00 PM.
- 3.6.2 **Fixed Collection Facility Shipment Containers and Quantities.** The largest applicable size container shall be used to package MRW at the Fixed Collection Facility(s). Table 2 provides a summary of the average quantities of MRW in each shipment. Not all materials are removed during each shipment. A typical shipment contains approximately 2 cubic yard boxes, 15 drums, 9 batteries, and 65 feet of fluorescent lamps. Materials within a given class are typically stored until there is sufficient quantity to fill a 55-gallon drum. For example, pesticides are normally removed every other shipment. Exceptions include high hazard materials such as organic peroxides or mercury devices that are typically packaged in 5-gallon cans..

**Table 2**

**Average Quantities of MRW Stored at the Bellevue Facility\***

<b>Waste Stream</b>	<b>Average</b>	<b>Units</b>
Oil Based Paints .....	8.5.....	Loose Pack 55 Gal. Drum
Latex Paint.....	3.2.....	Cubic Yard Boxes
Oil (bulk and contaminated) .....	0.6.....	Bulked 55 Gal. Drum
Antifreeze .....	0.3.....	Bulked 55 Gal. Drum
Propane Tanks .....	1.0.....	5-7 Gal Tanks
Paint related solvents/Aerosol Cans .....	4.3.....	Loose Pack 55 Gal. Drum
Aerosol Cans (Pesticide) .....	0.1.....	Loose Pack 55 Gal. Drum
Pesticides* .....	0.5.....	Lab packed 55 Gal. Drum
Acids* .....	0.4.....	Loose Pack 55 Gal. Drum
Bases* .....	0.3.....	Loose Pack 55 Gal. Drum
Oxidizers* .....	0.1.....	Loose Pack 55 Gal. Drum
Reactives* .....	0.0.....	Loose Pack 55 Gal. Drum
Fluorescent Lamps .....	65.2.....	Linear Feet
Lead Acid Batteries.....	9.1.....	Batteries
Unknowns .....	10.0.....	Containers (various sizes)

\* The estimated quantity present in containers and storage cabinets per shipment is listed; However, materials that equal less than one container are not included in each shipment.

**3.6.3Waste Diversion.** King County Solid Waste Division staff shall be responsible for diverting reusable materials, which shall be stored in designated containers segregated according to hazard class. Currently, all diverted materials are picked up by a City of Seattle employee. However, the Contractor may be required to perform this task in the future. If requested, diverted materials shall be transported to the Reuse store, located at 3641 Second Avenue South, Seattle, WA 98134. If the store is not open, the contractor may also be required to temporarily store materials at a Contractor-operated Facility, for a period of up to three days before being transferred to the Reuse Store. The Contractor shall obtain pre-approval from the Reuse Store manager for scheduling delivery times.

**3.6.4Waste Handling.** The Contractor shall be responsible for packaging (as described in Section 3.6.1) manifesting, loading, treating, recycling, storing, transporting and/or disposing of MRW received by King County Solid Waste Division staff in full compliance with Applicable Law, and shall be subject to prior approval by King County and applicable local health department regulations. The Contractor shall also be capable of managing and providing for Disposal of unknown or unidentifiable substances in full compliance with Applicable Law. The County reserves the right to perform packaging operations and to provide for alternative Handling, including transportation and disposal, of one or more types of MRW collected at Fixed Facility(s).

**3.6.5Training and Technical Assistance.** In addition, the contractor may be required on an as Needed basis to train King County employees to safely operate the Facility and to provide technical assistance regarding operational issues. Each employee currently receives an initial 24 hours of classroom instruction and two days of hands-on training, along with an 8-hour annual refresher class.

**3.6.6Modifications.** The County may elect to perform packaging, technical assistance, and training activities, may change the days and/or hours of operation, and/or add additional Fixed Collection Facilities within the county during the contract period. For example, if an additional Fixed Collection Facility were opened, services through the Mobile collection program would be reduced.

#### **4. Required Waste Management Methods for Mobile and Fixed Collection Facilities.**

The County's first waste management priority will be to divert Acceptable Wastes to a waste exchange or other waste diversion program. Where diversion is not possible, Acceptable Wastes shall be Handled in accordance with the County's Waste Management Hierarchy to the extent feasible for each waste category.

**4.1 Recycling and Beneficial Reuse.** The following wastes shall be Recycled or Reused to the maximum extent feasible as set forth below:

- (a) **Used Motor Oil.** All uncontaminated motor oil shall be delivered to a motor oil re-refiner, to be Recycled (i.e., re-refined and distributed for non-fuel application).

- (b) **Automotive Antifreeze.** All uncontaminated automotive antifreeze shall be Recycled (i.e., processed and distributed for use as automotive antifreeze) to the extent feasible using current technology. Any antifreeze that is contaminated or is otherwise unrecyclable shall be Handled in accordance with the Waste Management Hierarchy.
- (c) **Automotive Oil Filters.** The oil and metal from all uncontaminated oil filters shall be Recycled.
- (d) **Latex Paint.** To the maximum extent feasible, paints that pass the on-site inspection (see Disposal 4.2) shall be sent to a Recycling Facility for reprocessing and marketing as recycled paint products. The reprocessing operation may include separation and Disposal of paint that has soured, experienced freeze thaw cycles, or is otherwise not suitable for recycling, provided that a minimum of 70% of the paint is recycled into marketable paint products, based on an annual average. Any Recycled paint product incorporating wastes Handled by the Contractor in connection with the Project shall be adequately sampled and analyzed for mercury content. The Contractor shall provide the County with the results of these analyses and a Material Safety Data Sheet for the final Recycled paint product. Any Recycled paint product shall meet Applicable Law regarding metals content for paints distributed to the public.
- (e) **Lead-Acid Batteries.** All lead-acid batteries shall be Recycled.
- (f) **Fluorescent Light Tubes.** All fluorescent light tubes shall be Recycled.
- (g) **Empty drums last contained MRW.** All empty drums last containing MRW shall be Recycled to the extent possible under Applicable law. Any drums that can not be Recycled shall be disposed in either a RCRA Class 'C' or 'D' landfill.
- (h) **Mercury Containing Devices.** All mercury shall be Recycled to the extent possible. Upon mutual agreement by the Contractor and the County, recovered mercury may be stockpiled instead of recycled, if this option exists.
- (i) **Alkaline Batteries.** If designated as an Acceptable Waste, alkaline batteries shall be recycled to the maximum extent feasible using commercially available technology. Upon mutual agreement by the County and Contractor, alkaline batteries may alternatively be disposed in a Class C (hazardous waste) landfill.
- (j) **Contaminated Oil.** Oil contaminated with any substance shall be Reused (fuel blended) to the extent possible under Applicable Law. Any contaminated oil that cannot be Reused shall be incinerated.
- (k) **Fuels and Solvents.** Fuels and solvents shall be Reused (fuel blended) to the extent possible under Applicable Law. Any contaminated fuel or solvent that cannot be Reused shall be Incinerated.
- (l) **Oil Based Paints, Aerosol Paints, Paint Related Products, Adhesives and Glues.** Oil based paints, aerosol paints, paint related products, adhesives and glues shall be Reused

to the extent possible. Any oil based paints, aerosol paints, paint related products, glues and adhesives that cannot be Reused shall be Incinerated.

- 4.2 **Disposal.** If Recycling or Beneficial Reuse is infeasible for the following materials, they shall be Disposed at a TSDF using the methods set forth below. The Disposal methods listed in parentheses below shall have the exact meanings set forth in 40 CFR 268.42, Table 1.
- (a) **Pesticides and Poisons.** Solid, liquid and aerosol pesticides, dioxins and poisons shall be Disposed by Incineration (INCIN). In the event that no Incineration Facility exists for the Disposal of dioxins, then dioxins shall be Disposed in a Hazardous Waste Landfill.
  - (b) **Corrosives.** Corrosives shall be neutralized (NEUTR) or deactivated (DEACT). Aerosol corrosives (e.g., oven cleaners) shall be incinerated.
  - (c) **Oxidizers, Organic Peroxides and Reactives.** Oxidizers, organic peroxides and reactives shall be deactivated (DEACT) or Incinerated (INCIN).
  - (d) **PCB Light Ballasts and Capacitors.** All PCB light ballasts and capacitors shall be recycled or Incinerated (INCIN).
  - (e) **Non-Recyclable Latex Paint.** The Contractor shall inspect each container of latex paints received at Mobile Collection Facilities and shall separate on-site paint containers that are equal to or less than  $\frac{1}{4}$  full and any containers holding paint that has hardened. The Contractor may dispose of containers with hardened paint without further treatment, if permitted by applicable regulations. Pourable latex shall be solidified prior to disposal. At Fixed Collection Facility (s) King County employees will be responsible for sorting these containers, and may perform bulking prior to shipment. The pourable contents of these containers shall be stabilized and Disposed in a permitted Municipal Waste (Class D) landfill, unless the stabilized paint meets the criteria of a hazardous or dangerous waste. In such cases, the waste shall be disposed in a Hazardous Waste (Class C) landfill. The Contractor shall be responsible for conducting any necessary waste classification testing. Testing costs shall be incorporated into the unit costs for disposal. The County has the right to split samples or otherwise confirm test results.
- 4.3 **Exceptions to Disposal Requirements.** The County may, at its sole discretion, authorize the use of other Handling methods under one or both of the following conditions. The Contractor shall not use other Handling methods without authorization from the County.
- (a) If the Contractor determines that any Handling method set forth in Subsections 4.1 or 4.2 is infeasible for a particular waste or category of wastes, the Contractor shall submit in writing a request to use another Handling method. The written request shall identify the specific waste or class of wastes requiring another Handling method, describe the specific reasons why the waste or class of wastes may not be Handled using the specified method, and describe in detail the alternate Handling method.
  - (b) If the Contractor wishes to use another Handling method than those set forth in Subsections 4.1 or 4.2, the Contractor shall submit in writing a request to use another Handling method. The written request shall identify the specific waste or class of wastes,

a detailed description of the alternate Handling method, and a detailed comparison of the levels of treatment provided by the two Handling methods for the specific waste or similar wastes.

- 4.4 **Foreign Facilities.** Any Facility that is located outside of the United States and handles wastes in connection with the Project shall be sited, constructed, operated, closed, and otherwise maintained in a manner that is protective of human health and the environment, and which is not less protective than would be required by domestic Applicable Law for similar Facilities located within the United States.
- 4.5 **Waste Transportation.** The Contractor shall provide for transportation to a Treatment, Storage, or Disposal Facility for all wastes received at the Mobile Collection Facilities and as requested for wastes received at fixed facilities. The Contractor shall acquire and maintain all necessary federal, state, and local permits and licenses required to transport Hazardous Waste, and shall at all times comply with Applicable Law regarding transportation of Hazardous Waste. The Contractor shall properly complete and use a uniform hazardous waste manifest as set forth in 40 CFR Parts 262, 263 and 264 for each shipment of Acceptable Waste, except that generator identification numbers and waste codes shall not be required. Manifests shall be returned to the Contractor from the final recycling, treatment or disposal Facility within 30 days of shipment from the Contractor's TSDF or Transshipment Facility (or from the Mobile/Fixed Collection Facility, if materials are shipped directly to a final recycling, treatment or disposal Facility).
- 4.6 **MRW Management.** The Contractor shall select and provide the services of at least one appropriate Recycling Facility or Treatment, Storage, and/or Disposal Facility (TSDF) for each type of Acceptable Waste received. Any Transshipment Facility, Recycling Facility or TSDF used in connection with the Project shall be approved in advance and in writing by the County; however, in providing such approval, the County assumes no additional responsibility or liability for the management of wastes received in connection with the Project, and after such approval the Contractor shall remain fully responsible for the management of all Acceptable Wastes in full compliance with Applicable Law and all terms and conditions of the Contract.
- 4.6.1 Temporary storage and sorting areas used in connection with Project generated MRW within Transshipment facilities shall meet the secondary containment requirements of 40 CFR 264.175.
- 4.6.2 Storage and sorting areas used in connection with Project generated MRW within Recycling Facilities shall meet the secondary containment requirements of 40 CFR 264.175.
- 4.6.3 Storage and sorting areas used in connection with Project generated MRW at a TSDF shall meet the secondary containment requirements of 40 CFR 264.175. All Handling operations used in connection with Project generated MRW shall be included under a valid EPA/State Identification number for hazardous wastes, and must (1) have EPA/state interim status authorization to operate as a TSDF, and be in good standing with the regulatory agencies having jurisdiction over the TSDF, or (2) hold a final status operating permit (RCRA or state-issued Part A and Part B Permit) pursuant to Applicable Law.

- 4.6.4 The Contractor is required to be the owner of a TSDF or transshipment Facility located within King, Pierce or Snohomish Counties for initial handling and/or storage of wastes received under this Contract.
- 4.6.5 The Contractor shall not be required to assign EPA waste codes for Acceptable Waste, nor to perform any notifications or related documentation which would be required for regulated Hazardous Waste under 40 CFR Part 268.

## 5. Reports

- 5.1 **Quarterly Reports.** In addition to Mobile event-specific information, the Contractor shall provide in a format acceptable to the County a Quarterly Report within 45 days of the end of each quarter of all operations under the Contract. The Quarterly Reports shall contain an executive summary and shall include information for both the Mobile and Fixed Collection Facility(s) covering vehicle counts (Mobile events only); waste quantities by type of Acceptable Waste both in invoiced units and weight conversions; waste handling method for each type of waste; and Project costs by cost category. The quarterly Reports shall state the percentage of wastes Handled by Treatment, Landfilling, Incineration, Recycling and Beneficial Reuse. The report shall provide separate data summaries and a combined summary for the Mobile and Fixed Collection Facility(s).
- 5.2 **Annual Report.** In addition to the site reports and the quarterly reports required above, the Contractor shall provide to the County, no later than February 14 after the completion of the term of the Contract or any one-year extension thereof, an annual report in a format acceptable to the County summarizing and consolidating the information contained in the quarterly reports for the preceding year. The annual report shall also include an executive summary.

## 6. Certificate of Disposal and Evidence of Recycling and Beneficial Reuse

All documents referred to in this Subsection shall be submitted to the County on CD Rom.

- (a) The Contractor shall provide a certificate of Disposal for all Moderate Risk Wastes Disposed as a result of the Contract. Certificates of Disposal shall be issued by the firm or person that is responsible for the operation of the final Disposal Facility, and shall include information about the date, manner, and location at which the wastes were Disposed. Certificates of Disposal shall make clear reference to the Mobile or fixed collection site and the specific manifests included by the Contractor with its invoice for that site. Such certificates shall be provided to the County no later than 270 days after the last day of the month during which the wastes were accepted by the Contractor.

Certificates of Disposal shall be accompanied by a summary report provided by the Contractor that lists the Mobile Collection Facility's manifest number, page, and appropriate line designation; the material description, the outbound manifest number, the Disposal and/or treatment method; the name of the Facility to which the waste was shipped for final Disposal; and the date the waste was Disposed. Certificates of Disposal shall include copies of manifests that accompanied the wastes to the final Disposal Facilities.

In the case of residuals resulting from treatment of Acceptable Wastes, the Contractor may substitute for a Certificate of Disposal a statement signed by an officer of the Contractor's company certifying that the residuals were managed in accordance with the terms of the Contract and Applicable Law.

- (b) The Contractor shall provide a bill of lading or other documentation acceptable to the County that lists the type and quantity of all wastes shipped for Recycling or Beneficial Reuse. Bills of lading shall be accompanied by a summary report referencing the Mobile Collection Facility at which the waste was collected and specific manifests, line numbers and descriptions of the wastes shipped for Recycling or Beneficial Reuse.

## **7. Spills and Emergencies**

The Contractor is solely responsible for any and all spills, leaks or other emergencies associated with Contractor-managed operations under the Contract. In the event of a spill or a health or environmental emergency, the Contractor shall comply with Applicable Law and shall warn and evacuate all persons who may be affected by the spill or emergency condition.

The Contractor shall contain and clean up any and all spills, leaks or other emergencies to the satisfaction of the County and in a manner that complies with Applicable Law. Clean up shall be at no additional cost to the County.

In the event of any spill, leak, or health or environmental emergency at any Mobile or fixed collection Facility, the Contractor shall immediately notify the County and all other appropriate agencies or entities by telephone. Telephone reports for spills and emergencies shall convey all necessary information, including but not limited to the type and amount of waste spilled or otherwise released, the location and time of the incident, any containment or cleanup procedures undertaken or planned, and any communications or reports by the Contractor to other parties.

A written follow-up report shall be submitted to the County within seven days after the spill or emergency, and shall include at least the following: a description of the waste spilled or of the emergency condition; the amount of waste spilled, whether any waste spilled is EPA or state reportable under Applicable Law and whether the spill was reported, the exact time and location of the spill or emergency, any containment or cleanup procedures initiated, a summary of communications during the spill or emergency event with press or governmental entities, and a statement summarizing the current status and condition of Contractor's Facilities and the site.

## **8. Accidents**

The Contractor shall be responsible for all injuries, accidents and other mishaps associated with its operations under the Contract arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor shall report to the County the complete details (including witness statements) of any accidents that occur during the performance of this Contract. For the purposes of the Contract, an "accident" shall include the death of any person, any personal injury resulting in inpatient



hospitalization or outpatient treatment by a physician, or damage to any real or personal property.

## **9. Unacceptable Waste**

The Contractor shall have the right to refuse to accept any Unacceptable Waste for which Handling is prohibited by Applicable Law. The acceptance of all other Unacceptable Waste shall be Handled as set forth below.

### **9.1 Identification, Documentation, and Disposal.** If the Contractor unintentionally receives any Unacceptable Waste or any material that the Contractor reasonably suspects to be Unacceptable Waste, the Contractor shall:

- (a) Notify the County of receipt of the Unacceptable Waste within one hour of discovery that any waste received is Unacceptable Waste.
- (b) For low-level radioactive materials such as Uranyl Nitrate, transport the material to the Factoria Transfer Station located at 13800 SE 32<sup>nd</sup> Street in Bellevue Washington, if permitted by law. Otherwise, contact the County to arrange for transportation. The materials will be placed in a lead shielded storage box located at this Facility for eventual Handling by the Washington State Department of Health.
- (c) Gather, preserve, maintain and make available to the County any and all evidence demonstrating that the Unacceptable Waste or suspected Unacceptable Waste was delivered to the Contractor pursuant to this Contract;
- (d) Permit the County to inspect, test and to remove the Unacceptable Waste within 96 hours of notice by the Contractor to the County of the receipt of the Unacceptable Waste, and to examine all other evidence gathered under item (b), above, at any time after the receipt of that Unacceptable Waste; for purposes of these activities, the County shall have unrestricted access to the Facility and/or any other site or Facility at which the Unacceptable Waste is located; and
- (e) Use reasonable efforts to test the waste and locate a Facility to treat and/or Dispose of any Unacceptable Waste received. The Contractor shall utilize and document the least expensive reasonable methods of inspecting, testing, identifying, and Handling the Unacceptable Waste in full compliance with Applicable Law. Contractor may then seek reimbursement from the County for the actual costs of Handling the Unacceptable Waste in accordance with the contract provisions. It is specifically agreed that the Contractor will not be in default of the Contract for reasonable delays resulting from the Handling of Unacceptable Waste and/or the identification of Facilities to Handle such wastes.

## **10. Complaints**

The Contractor shall respond in a reasonable manner to complaints, charges and allegations related to Contractor's performance under this Contract within 10 days of receipt of that complaint, charge or allegation, including but not limited to those complaints made or actions brought by citizens, citizen groups, or public agencies. The Contractor shall report to the County within 24 hours of all significant complaints the details of the complaints received,

including but not limited to the name and address of the complainant (if available), the substance of the complaint including the activity or service at issue, and the action, if any, the Contractor has taken to investigate or remedy the problem or an explanation of why no action has been taken.

#### **11. Permits and Licenses**

The Contractor, its Subcontractors, agents, transporters, and other providers of services to the Contractor in connection with the Contract shall have and maintain current, in full force and effect during the term of the Contract, at no expense to the County, any and all identification numbers, licenses, permits and similar legal authorizations necessary for operations at the Mobile collection and Fixed Collection Facility(s) as specified herein in compliance with Applicable Law, and shall comply with all requirements thereof.

The Contractor shall promptly notify the County of any change in ownership of Facilities owned or used by the Contractor, its' Subcontractors, agents, transporters or other service providers in connection with the Contract.

#### **12. Compliance Status**

The Contractor shall promptly notify the County of any change in compliance status of any Facility owned or used by the Contractor, its Subcontractors, agents, transporters or other service providers in connection with the Contract with respect to Applicable Law, including any citation, notice of violation, administrative order, court order, judgment, or other enforcement action by any regulatory entity or agency involving actual or alleged violation of Applicable Law. The Contractor shall provide such notice even in the event the alleged violation is contested. The Contractor shall also inform the County of any and all remedies taken to satisfy the enforcement action within ninety (90) days of the sustained citation or notice of violation. The Contractor shall cooperate fully with the County, and at no expense to the County, in any County investigation of permitting or compliance matters pertaining to the Contractor's performance under the Contract.

#### **13. Taxes and Fees**

The Contractor shall be responsible and liable for payment of all federal, state, and local taxes and fees (except for local permits to operate Mobile Collection Facilities) and surcharges of every form, that apply to any and all persons, property, income, equipment, materials, supplies, structures or activities that are involved in the performance of the Contract, including but not limited to, any income taxes, real property, excise, sales and use taxes, business and occupation taxes, and fees that arise in connection with Contractor's performance under the Contract.

#### **14. Quality of Performance**

The Contractor and its officers, Subcontractors and agents shall maintain the Mobile Collection Facility(s) and perform every act or service under this Contract in a skillful and competent manner in accordance with the highest standards of the Hazardous Waste management industry, and so as to protect the health and safety of the Contractor's agents and employees, the public, and the environment. The Contractor shall maintain the Mobile Collection Facility(s)

in clean and good repair at all times. The Contractor shall at all times operate in full compliance with Applicable Law. The Contractor shall be responsible to the County for any errors, deficiencies, or failures to perform under the Contract. All workers and Subcontractors shall be skilled in their trades. All workers shall be licensed or otherwise qualified as required by Applicable Law. The Contractor shall furnish evidence of the skill and licenses of its officers, employees, Subcontractors, and agents upon request by the County. The Contractor shall at all times enforce strict discipline and good order among its employees and all Subcontractors, and shall at all times provide prompt, courteous, and responsive service to public users of Project Facilities.

## **15. Contractor Performance Bond**

The Contractor shall, prior to execution of the Contract, acquire and maintain at all times thereafter a valid Contractor's Performance Bond (hereafter the "Bond") in the amount of \$100,000. The Bond shall be issued for a period of not less than 280 days plus the duration of the Contract as set forth in Section II of the Contract, including any extensions thereof. The Contractor shall provide a new Bond, or written evidence satisfactory to the County of its Bond renewability, at least 60 calendar days before the Bond then in effect expires. After termination of the Contract, the Bond shall be maintained in effect until the submittal of certificates of Disposal for all Moderate Risk Wastes Disposed by the Contractor in performance of the Project, in accordance with the Scope of Services and other terms and conditions of the Contract.

The Bond shall be with a surety company authorized to do business in the State of Washington and acceptable to the County. The Bond shall cover the Contractor's failure to faithfully perform all of the provisions of this Contract and/or failure to pay all laborers, mechanics, Subcontractors, materialmen and all persons who shall supply such Contractor or its Subcontractors with provisions and supplies for the performance of this Contract. The Bond shall contain appropriate recitations that it is issued pursuant to this Contract and that it be construed to meet all requirements specified in this Section of the Contract. This Bond shall give the surety the right to undertake, or cause to be undertaken all work required to be performed pursuant to this Contract in the event of default by Contractor and expiration of applicable cure periods or, alternatively, at the option of the surety, to pay the Bond to the County. In the event Contractor in good faith disputes a claim of default by the County and pursues its dispute resolution rights permitted in accord with this Contract, payment by the surety shall be deferred pending final determination of such dispute.

The Bond shall be submitted to and approved by the County prior to execution of the Contract by the County. An exemplar bond form that is acceptable to the County is provided with the exemplar forms attached to the Bid Documents. If the Contract is extended, as provided for herein, the Contractor shall submit written evidence of a new Bond for approval sixty (60) calendar days prior to any extension. Such approval will not be unreasonably withheld.

## **16. Default of Contractor / Interruption of Services**

### **16.1 Conditions of Contractor Default**

There shall be three classes of default by the Contractor in its performance under this Contract. Nothing in this Section shall limit the County from pursuing its rights to terminate the Contract.

16.1.1 A **Class A Default** includes the Contractor's:

- (a) Failure to commence or provide mobile collection of Acceptable Wastes according to the schedule approved by the County, with Mobile Collection Facilities and sites properly permitted and in substantial and material compliance with the Scope of Services.

16.1.2 A **Class B Default** includes:

- (a) Handling of Moderate Risk Wastes at a Recycling, Treatment, Storage, or Disposal Facility not approved by the County in accordance with the Scope of Services

16.1.3 A **Class C Default** includes the Contractor's:

- (a) Failure to maintain and provide written evidence of a Contractor's performance bond or other functionally equivalent security as described above during the Contract term; or
- (b) Failure to maintain and provide written evidence of insurance as required by the Contract;
- (c) Failure to provide a certificate of Disposal for all Moderate Risk Wastes Disposed by the Contractor, in accordance with the Scope of Services.

## 16.2 Consequences of Contractor Default

16.2.1 Nothing in this Section limits the ability of the County to terminate the Contract in accordance with the provisions of the Contract, or to assess liquidated damages in accordance with the Contract.

The Contractor's payment of liquidated damages pursuant to Subsection 16.2.2 below does not release the Contractor from or limit the County's right to (1) actual damages or other remedies available for a breach by Contractor occurring after Contractor recommences operations under the Contract in the event Contractor has previously ceased operations under the Contract, and (2) actual damages or other remedies available for Contractor's breach of its obligations under the Contract.

The County and the Contractor expressly agree that the amounts of liquidated damages resulting from this Subsection are not considered by the parties as penalties but, rather, because of the difficulties of proof of loss, the parties agree the means of computation of damages expressed herein are a reasonable approximation of actual damages incurred.

16.2.2 In the event of a **Class A Default**, the Contractor or the surety shall provide make-up collection services at the site affected by the default, conducted so as not to delay other collection services scheduled in the General Mobile Collection Facility Siting Plan in accordance with the Scope of Services. In addition, the Contractor or surety shall pay liquidated damages of \$10,000 per missed day of scheduled collection services.

16.2.3 In the event of a **Class B default**, the Contractor or the surety shall pay to the County liquidated damages in the amount of \$10,000 per occurrence.

16.2.4 In the event of a **Class C default**, the Contractor or the surety will be permitted to remedy the default within 15 days of notice by the County, and from the date of notice until the remedy is provided shall pay liquidated damages in the following amounts:

(a) Failure to procure and maintain a Contractor's performance bond or other functionally equivalent security, or failure to procure and maintain insurance as required under the contract: \$2,000 per day; and

(b) Failure to provide a Certificate of Disposal according to the schedule described in the Scope of Services: \$1,000 per day.

### 16.3 Default Procedure

16.3.1 To initiate default proceedings under this section, the County's Project Manager shall give written notice to the Contractor and its surety of the County's intention to declare the Contractor in default. The County shall make reasonable efforts to include in such notice information describing the default, including the date, location and description of the circumstances of the default, to the extent that this information is readily available to the County at the time of notice. Any notices provided by the County to the surety pursuant to this Subsection shall be given to the Contractor at the same time such notice is given to the surety.

16.3.2 The Contractor shall provide written notice of its intent, if any, to contest the declaration of default within five working days following the County's notice of intent to declare default. If the Contractor or the Contractor's surety contests the declaration of default, the contestant and the County shall seek resolution of the dispute through a declaratory judgment or other action, on an expedited basis, in a state or federal court of competent jurisdiction.

16.3.3 At the time of any notice of intent to contest a declaration of default, and prior to the filing of any judicial action, the Contractor or the Contractor's surety may request a show cause hearing before the Manager of the County Solid Waste Division.

16.3.4 Within five working days after receipt of any notice of intent to contest a declaration of default, and prior to the filing of any judicial action, the County may in its sole discretion elect to submit the dispute to nonbinding mediation. If the County elects to pursue mediation, the County and the Contractor hereby agree to select a mediator that is mutually agreeable to each party and to schedule the mediation within ten working days of the County's notice of intent to pursue mediation. If the dispute is resolved in mediation, the cost of that mediation will be shared equally by the County and the Contractor. The cost of any mediation initiated pursuant to this Subsection will be paid by the County if the dispute is not resolved through mediation and proceeds to judicial action, and if the subsequent judicial action resolves the dispute in favor of the Contractor. However, if such judicial action finds the Contractor to be in default, the cost of mediation shall be paid by the Contractor.

**16.3.5 IF THE CONTRACTOR OR THE CONTRACTOR'S SURETY DOES NOT PROVIDE NOTICE OF INTENT TO CONTEST DEFAULT AS, THE COUNTY'S PROJECT MANAGER MAY GIVE WRITTEN NOTICE OF DEFAULT TO THE CONTRACTOR AND THE SURETY, AND**

**THE CONSEQUENCES OF CONTRACTOR DEFAULTS SHALL APPLY AS SET FORTH ABOVE.**

**D. Time of performance**

January 1, 2005 – December 31, 2005. The contract may be extended annually for four more years.

**E. Budget**

The budget for this Scope of Work is approximately \$1,800,000. The County may extend the contract for up to four more years at a cost of \$1,800,000 per year and a total cost of \$9,000,000. The work will be similar in nature to the work outlined in this scope of work.

**F. Mandatory Requirement**

**Printing and Graphics**

Whenever possible King County Printing and Graphics Services will be used for production of print materials required under this scope of work. However, the Contractor may at times be required to serve as a back-up resource for graphic and printing services.

**Submission of invoices**

Submit invoices to the County in a county-approved or designated format. Administrate sub-contractor and expense invoices.

**G. Qualification**

The County will award the Contract to the Proposer that provides the best combination of price and service, as demonstrated by the proposal, or may reject any and all proposals for good cause. The County may deny the use of one or more of the Proposer's proposed Subcontractors if they do not meet standards acceptable to the County. Based on cost evaluation, the County may award separate contracts for MRW services at the Fixed Collection Facility(s) and Mobile collection unit. In addition, the County may elect to manage one or more waste streams from the Fixed Collection Facility using separate contractors. Each Proposer shall submit the following information in the manner indicated in the RFP Forms in order to be considered responsive.

**H. Proposal Requirements**

Proposers shall submit one (1) original and (3) copies of the proposal. The following forms shall be organized in the order specified. No additional materials, other than a cover page, shall be submitted as part of the proposal.

1. The Proposer shall provide general information on the proposer, including business information and general experience (RFP Form 1).

2. The Proposer and any Primary Subcontractor(s) shall provide a listing and description of at least three projects performed by the Proposer and three projects performed by the Primary Subcontractor(s) that indicate experience in providing services and equipment similar in nature and scope to those necessary for the Project. (A Primary Subcontractor is defined as a Subcontractor who may receive compensation for services equal to 25 percent or more of the total compensation received by the Proposer from the County in any twelve consecutive months of operations under the Contract). For each project, the Proposer and Primary Subcontractor(s) shall submit a brief description of the services and equipment provided, references with current telephone numbers and contact names, and other information as required in the RFP form (RFP Form 2).
3. The Proposer shall provide an organizational chart showing the structure of the proposed project team and resumes for key officers and individuals names in the organizational chart (RFP Form 3).
4. The Proposer shall provide the name, location and related information for each Subcontractor other than Treatment, Storage and/or Disposal Facilities that may handle waste received in connection with the Project (RFP Form 4A). The Proposer shall provide detailed information on any Recycling/Transshipment Facility to be used during Handling of Acceptable Wastes (RFP Form 4B).
5. The Proposer shall submit detailed information for each proposed TSDF and Recycling Facility to be used by the in connection with the Project, as required by the RFP forms (RFP Form 5). Such information shall include:
  - (a) Any notice or notices of violation, administrative orders, citation, or other enforcement action pending or taken within the last five years by any environmental or other regulatory entity or other agency against any TSDF or Recycling Facility used in connection with the Project that resulted in a proposed or actual financial penalty, regardless of the ownership of that TSDF or Recycling Facility at the time of the enforcement action; and,
  - (b) Any civil or criminal penalty imposed by court order or other action against Proposer or Subcontractor, or their principals, employees, or agents during the past five years (excluding traffic violations, domestic law issues or probate matters).
6. The Proposer shall identify the proposed Subcontractors who will be used for each type of Acceptable Waste listed in the Scope of Work. (RFP Form 6).
7. The Proposer shall provide the three most recent audited annual financial statements and reports for the Proposer and any Primary Subcontractor(s). If a Proposer or Primary Subcontractor has been in business for less than three years, the Proposer and /or Primary Subcontractor shall provide statements and reports as available. The Proposer and Primary Subcontractor(s) may provide this information in electronic format or via reference to an internet site. In such cases, hard copies are not required. (RFP Form 7)
8. Optional- The proposer may submit innovative technologies and methods that will better manage MRW and result in cost savings to the County. Discounts for prompt payment of invoices may also be submitted (RFP Form 8).

## I. Costs

The Proposer shall submit a completed RFP Cost Spreadsheet (RFP Form 9, in excel spreadsheet format, included with hard copies of this document and available at the County's website [www.metrokc.gov/finance/procurement](http://www.metrokc.gov/finance/procurement)). The form shall be submitted in written form and in electronic format using Microsoft Excel. In the event of a discrepancy between the information provided in writing and the information provided in electronic format, the written information shall prevail. All costs for which the Proposer intends to receive payment as a result of the Project, including costs of all items of waste Handling, labor, material, equipment, subcontractor or vendor services, MRW transportation, administration, project management, reporting requirements, employee benefits, overhead, profit, and taxes, fees, or surcharges imposed by federal, state, or local laws, shall be included in the unit prices for MRW waste streams. Unit costs for containers are also included; container costs apply to overpacks. In addition, should the County elect to provide containers at its' fixed facility, the costs of containers will be deducted from the unit prices for MRW Handling. RFPs shall be submitted in 2005 dollars. Compensation to the Contractor will be made on the basis of services actually provided by the Contractor.

### 1. Unit Prices

Each Proposer shall submit the following unit prices, using RFP Form 9 (available as separate Excel spreadsheet from Procurement and/or from website):

#### 1.1 Prices Applicable to both Mobile Collection and Fixed Collection Facility(s)

- 1.1.1 **Moderate Risk Waste Handling.** Price per container or specified unit of Acceptable Waste received and packed in bulk or loose pack form as specified by waste type. A summary of combined MRW quantities for the fixed and Mobile facilities for 2003 are listed in Form 9. In 2003, MRW Handling costs were approximately \$1,305,000. Mobile facilities account for approximately 66% of the MRW Handled while the Fixed Collection Facility accounts for the remaining 44%. These data are for informational purposes only. The County makes no representation or guarantee regarding the quantities of MRW that may be Handled under this Contract.
- 1.1.2 **Reusable Materials.** Provide unit price per pickup for the transportation and interim storage (if necessary) of materials collected at the Mobile or Fixed Collection Facility and shipped to the Reuse Store. Depending on the store hours of operation and staff availability, the materials may need to be stored for a period of up to 72 hours at a Contractor-provided Facility until the store is able to receive the items ( a separate cost is provided for transportation with interim storage). The Contractor may also use storage to aggregate a larger load for shipment to the Reuse Store, provided that the shipment quantity has been approved by the Reuse store. A typical shipment from a Mobile Facility will contain approximately 3 tub skids of latex paint and 3 drums of other materials. A typical shipment from the Fixed Collection Facility(s) will contain approximately one tub skid of latex paint and two drums of other MRW. These shipments will occur along with other MRW shipment activities.
- 1.1.3 **Labor and Materials on an 'As-Requested' Basis.** The Contractor may be requested to provide technical and collection services in addition to those included in the other unit prices. Potential examples of 'as-requested' services include providing on-site technical assistance at



the Fixed Collection Facility and Handling Unacceptable Wastes. If such assistance is requested, the scope of the task and maximum estimated costs will be negotiated on a work order basis. Provide the base and overtime rates per hour for Site Supervisor, Hazardous Waste Specialist, and Hazardous Waste Technician job classifications. Unit costs shall include standard (Level C or D) PPE.

## **1.2 Prices Applicable to Mobile Collection**

- 1.2.1 Mobile Collection Operations, Solid Waste Disposal, and Transportation.** Price per vehicle for (1) all labor, including overhead, profit and any overtime costs related to the operation of the Mobile Collection Facility (2) Transportation of MRW (3) solid waste handling; (4) all other variable costs, including absorbent materials, personal protective equipment, mileage charges, etc. Assume a minimum vehicle participation level of 75 per day. The average attendance rate is approximately 180 vehicles per day. However, the County makes no guarantee on the number of participants.
- 1.2.2 Fixed Equipment/Site Mobilization, Permitting, Scheduling and Signage.** Price per event (1-day, 3-day and 6-day) for all costs directly related to: (1) the acquisition of access to the site (but not including the actual cost of any required local site permit, which shall be billed to the County at Contractor's cost); (2) costs of acquiring and maintaining tools and equipment for use in connection with the Project at the Mobile Collection Facility sites; and (3) costs related to set-up and removal of the Mobile Collection Facility at each site.
- 1.2.3 Rechargeable Batteries.** The Contractor will be responsible for collecting rechargeable batteries using boxes (approximately one cubic foot) provided by the Rechargeable Battery Recycling Corporation (RBRC). The Contractor will then be responsible for sending the boxes to RBRC using prepaid shipment. The Contractor will also be responsible for ordering replacement boxes, at no charge to the Contractor. A per box handling fee shall be provided for this service.

## **1.3 Prices Applicable to Fixed Collection Facility(s)**

- 1.3.1 Packaging and Transportation of MRW.** Price per MRW pickup for (a) categorizing Unknown MRW (b) packaging MRWs that are stored in hazardous materials cabinets: Categorized Unknowns, Pesticides and Poisons, Corrosives, Reactives, Organic Peroxides, and Oxidizers; and, (c) transportation of MRW. Estimated average quantities per pickup during 2003 are listed in Section 3.3.5 The County makes no representation or guarantee regarding the quantities of MRW that may be Handled under this Contract.
- 1.3.2 Training.** Provide the price per class for: (a) 8-hour refresher MRW operations; (b) 40-hour MRW operations that include 24 hours classroom and 16-hours hands on training. Currently, there are approximately 8 students per class.

## **2. Cost Escalation Adjustment**

The Contractor's unit prices, referenced in Subsection 1 above, shall remain in effect for the term of the Contract, through December 31, 2005. If the County elects to extend the Contract beyond 2005, annual price adjustments for unit prices will be calculated based on the

percentage of the change in the Consumer Price Index to be applied annually to the Contractor's unit prices in the event of extension beyond 2005. The basis of the adjustment shall be the Consumer Price Index of All Urban Consumers for the Seattle-Tacoma, Washington, Standard Metropolitan Statistical Area for the first six months of the current contract year (1982-84 = 100), as published from time to time by the United States Department of Labor, Bureau of Labor Statistics.

## **J. CONTRACTOR SELECTION PROCESS**

### **1. General Approach**

A selection panel, including members of the Solid Waste Division and other individuals, at the discretion of the Solid Waste Division, will evaluate and score the written proposals. Oral interviews will not be held. The County will award the Contract to the Proposer that provides the best combination of price and service, as demonstrated by the proposal, or may reject any and all proposals for good cause. Proposals will be scored according to the evaluation criteria described below. The highest-ranking firm will be notified and contract negotiations will begin.

### **2. Selection Panel**

The Selection Panel will be comprised of program coordinators and managers.

### **3. Schedule (some dates are tentative and subject to change)**

Public Announcement of Request for Proposals ..... May 6, 2004  
 Pre-proposal meeting ..... May 14, 2004  
 Issue Addenda ..... May 21, 2004  
 Proposals due ..... June 3, 2004  
 Evaluation Team Reviews Proposals ..... June 25, 2004  
 Contractor is selected..... August 13, 2004  
 Contract negotiations begin..... August 19, 2004  
 Site visits ..... September-November 2004  
 Contract Signed ..... December 1, 2004  
 Work begins ..... January 2, 2005

### **4. Evaluation Criteria**

Each proposal will be evaluated and given a score based upon the quality of response to each of the following topic areas.

<b>Contractor Qualifications &amp; Technical Proposal</b> <ul style="list-style-type: none"> <li>Demonstrates adequate existing capacity and infrastructure to provide levels of</li> </ul>	<b>30 points</b>
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<p>service to King County residents as specified in the RFP. (RFP Forms 1, 2, and 3)</p> <ul style="list-style-type: none"> <li>• Demonstrates knowledge, experience, and familiarity with operating household hazardous waste collection programs in compliance with applicable regulations and serving the public. (RFP Forms 1 and 2)</li> <li>• Demonstrates management knowledge and methods to deliver performance requirements for quality, timing, and other needs expressed in this RFP. (RFP Form 3)</li> <li>• The proposal is complete, concise, and well written. (All Forms)</li> <li>• The proposal does not include additional materials not requested in the RFP.</li> <li>• Demonstrates financial stability. (RFP Form 7)</li> </ul>	
<p><b>Subcontractors and MRW Management Facilities</b></p> <ul style="list-style-type: none"> <li>• Proposed subcontractors and MRW management facilities have a demonstrated compliance record and are able to handle MRW in a safe and environmentally sound manner. (RFP Forms 5 and 6 and County Research)</li> </ul>	<p><b>15 points</b></p>
<p><b>Cost</b></p> <ul style="list-style-type: none"> <li>• Demonstrates infrastructure and ability to keep costs low.</li> <li>• Provides all Unit Costs as requested in the RFP.</li> <li>• Costs will be evaluated based on direct comparison of unit costs, as weighted by historical and projected usage factors. (RFP Form 9)</li> </ul>	<p><b>50 points</b></p>
<p><b>Bonus Points- Innovative and Cost Saving Measures (Optional)</b></p> <ul style="list-style-type: none"> <li>• Demonstrates feasible technology or methods applicable to this Project that would improve MRW management methods and reduce costs.</li> </ul>	<p><b>5 points</b></p>

If an award is not made based on the written evaluation alone, King County may elect to conduct interviews with the top ranked proposers. If interviews are conducted, they will be worth 40 points. Final award would then be based on the sum total of the written evaluations and oral interviews.

## **K. Additional Information and requirements**

### **1. Price/Cost**

Negotiation of a contract will be in conformance with applicable federal, state and local laws, regulations and procedures. The objective of the negotiations will be to reach agreement on all provisions of the proposed contract. To assist in the negotiations, the County will prepare a draft contract for review by the selected firm(s).

As a part of the negotiation process, the Contractor will be requested to submit current cost and pricing data unless the County, in its sole determination, has sufficient information to determine price reasonableness or cost realism. The submittal of cost and pricing data the

County may request will consist of support documentation for proposed cost elements which may include but is not limited to audited reports, indirect cost rate information, payroll register records, and billing statements.

The County may request specific details/elements of costs (e.g. overhead, direct labor, other direct costs, and fee) in a fee proposal to be prepared by the Contractor. King County will direct the Contractor as to the appropriate format by which the details/element costs will be presented. Once King County approves the fee proposal it shall be made an attachment to the contract and incorporated therein.

King County Solid Waste Division policy states that Contractors shall not markup sub-contractor costs and Other Direct Costs (ODCs).

### SECTION III - NONDISCRIMINATION AND AFFIRMATIVE ACTION

If a contract is awarded from this Request for Proposal, it will contain the following contract language:

#### PART 1: NON-DISCRIMINATION

- A. King County Code Chapters 12.16, 12.17 and 12.18 are incorporated by reference as if fully set forth herein and such requirements apply to this Contract; provided however, that no specific levels of utilization of minorities and women in the workforce of the Contractor shall be required, and the Contractor is not required to grant any preferential treatment on the basis of race, sex, color, ethnicity or national origin in its employment practices; and provided further that, notwithstanding the foregoing, any affirmative action requirements set forth in any federal regulations, statutes or rules included or referenced in the contract documents shall continue to apply.
- B. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall discriminate nor tolerate harassment on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or the presence of any sensory, mental, or physical disability in the employment or application for employment or in the administration or delivery of services or any other benefits under this Contract.
- C. The Contractor shall, prior to the commencement of the work and during the term of this Contract, furnish the County, upon request and on such forms as may be provided by the County, a report of the affirmative action taken by the Contractor in implementing the terms of this section. The Contractor will permit access by the County to the Contractor's records of employment, employment advertisements, application forms, other pertinent data and records related to this Contract for the purpose of monitoring and investigation to determine compliance with these requirements.
- D. The Contractor shall implement and carry out the obligations contained in its Affidavit and Certificate of Compliance regarding equal employment opportunity. Failure to implement and carry out such obligations in good faith may be considered by the County as a material breach of this Contract and grounds for withholding payment and/or termination of the Contract and dismissal of the Contractor.
- E. The Contractor shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
- F. During the performance of this Contract, neither the Contractor nor any party subcontracting under the authority of this Contract shall engage in unfair employment practices. It is an unfair employment practice for any:
  - 1. Employer or labor organization to discriminate against any person with respect to referral, hiring, tenure, promotion, terms, conditions, wages or other privileges of employment;

2. Employment agency or labor organization to discriminate against any person with respect to membership rights and privileges, admission to or participation in any guidance program, apprenticeship training program, or other occupational training program;
3. Employer, employment agency, or labor organization to print, circulate, or cause to be printed, published or circulated, any statement, advertisement, or publication relating to employment or membership, or to use any form of application therefor, which indicates any discrimination unless based upon a bona fide occupational qualification;
4. Employment agency to discriminate against any person with respect to any reference for employment or assignment to a particular job classification;
5. Employer, employment agency or a labor organization to retaliate against any person because this person has opposed any practice forbidden by KCC Chapter 12.18 or because that person has made a charge, testified or assisted in any manner in any investigation, proceeding or hearing initiated under the provisions of KCC Chapter 12.18;
6. Publisher, firm, corporation, organization or association printing, publishing or circulating any newspaper, magazine or other written publication to print or cause to be printed or circulated any advertisement with knowledge that the same is in violation of KCC Chapter 12.18.030C., or to segregate and separately designate advertisements as applying only to men and women unless such discrimination is reasonably necessary to the normal operation of the particular business, enterprise or employment, unless based upon a bona fide occupational qualification; and/or
7. Employer to prohibit any person from speaking in a language other than English in the workplace unless:
  - a. The employer can show that requiring that employees speak English at certain times is justified by business necessity, and
  - b. The employer informs employees of the requirement and the consequences of violating the rule.

## **PART 2: REQUIRED SUBMITTALS**

- A. All Contractors entering into a contract or agreement with King County valued at \$25,000 or more shall, after the proposer receives written notice of selection, submit the following:
  1. A Personnel Inventory Report on the form provided by the County.
  2. An Affidavit of Compliance demonstrating the Contractor's commitment to comply with the provisions of KCC Chapter 12.16.
  3. A Sworn Statement of Compliance with 12.16 from any labor union or employee referral agency which refers workers or employees or provides or supervises training programs from whom the Contractor obtains employees.

- B. The County will not execute any agreement or contract without prior receipt of fully executed forms listed in subparagraph A above.
- C. Assistance with the requirements of this Section and copies of Chapters 12.16, 12.17 and 12.18 are available from the Business Development & Contract Compliance (BDCC) Section, phone (206) 205-0700.

### **PART 3: NONDISCRIMINATION IN SUBCONTRACTING PRACTICES**

- A. Compliance with Initiative 200. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE sub-contractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or Proposer for their M/WBE utilization or M/WBE status. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. Non-Discrimination. During the term of this Contract, the Contractor shall not create barriers to open and fair opportunities to participate in County contracts or to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with sub-contractors and suppliers, the Contractor shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any mental or physical disability in an otherwise qualified disabled person.

During the performance of work performed under any Agreement resulting from this RFP, neither the Contractor nor any party subcontracting under the authority of the agreement shall discriminate or engage in unfair contracting practices prohibited by K.C.C. 12.17.

- C. Record-Keeping Requirements. The Contractor shall maintain, for at least 6 years after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as sub-contractors and suppliers in this contract and in its overall public and private business activities for the same period. The Contractor shall also maintain, for at least 6 years after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract. Contractor shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.
- D. Open Competitive Opportunities. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to promote open competitive opportunities for small businesses including M/WBEs:
  - 1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs and other firms of contracting and subcontracting opportunities.

2. Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
3. Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
4. Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
5. Providing small businesses including M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
6. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses including M/WBEs.

Further, the County encourages small businesses, including M/WBEs, to participate in the following practices to promote open competitive opportunities:

1. Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to receive project information and to inform prime bidders/proposers of contracting and subcontracting capabilities.
2. Requesting placement on solicitation lists, and receipt of written notice of subcontracting opportunities.
3. Utilizing the services of available community organizations, Contractor groups, local assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of small businesses and M/WBEs.

E. Sanctions for Violations. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the Contractor may be subject to damages and sanctions provided for by contract and by applicable law.

#### **PART 4: REQUIREMENTS DURING WORK**

##### **A. Site Visits**

King County may at any time visit the site of the work and the Contractor's office to review records related to actual utilization of and payments to subcontracting firms. The Contractor shall maintain sufficient records necessary to enable King County to review utilization of subcontracting firms. The Contractor shall provide every assistance requested by King County during such visits.

#### **PART 5: COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED AND THE AMERICANS WITH DISABILITIES ACT OF 1990**



The Contractor shall complete a Disability Self-Evaluation Questionnaire for all programs and services offered by the Contractor (including any services not subject to this Contract) and shall evaluate its services, programs and employment practices for compliance with Section 504 of the Rehabilitation Act of 1973, as amended ("504"), and the Americans with Disabilities Act of 1990 ("ADA"). The Contractor shall complete a 504/ADA Disability Assurance of Compliance prior to execution of a contract.

## **SECTION IV - GENERAL CONTRACT REQUIREMENTS**

### **PART 1: TERMINATION CLAUSES**

- A. This Contract may be terminated by the County without cause, in whole or in part, upon providing the Contractor ten (10) calendar days' advance written notice of the termination.

If the Contract is terminated pursuant to this Section IV, paragraph A: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

- B. The County may terminate this Contract, in whole or in part, upon five (5) calendar days' advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or services required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection IV(B) (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

- C. If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth above in Section II or in any amendment hereto, the County may, upon written notice to the Contractor, immediately terminate this Contract in whole or in part.

If the Contract is terminated pursuant to this Section IV, paragraph C: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the Contractor shall be released from any obligation to provide further services pursuant to the Contract.

Funding under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this contract will terminate at the close of the current appropriation year.

- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms and conditions set forth in this Contract are breached by the other party.

## **PART 2: INDEMNIFICATION AND HOLD HARMLESS**

- A. In providing services under this Contract, the Contractor is an independent contractor, and neither the Contractor nor its officers, agents or employees are an employee of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits or taxes to, or on behalf of, the Contractor, its employees or others by reason of this Contract. The Contractor shall protect, indemnify and save harmless the County, its officers, agents and employees from and against any and all claims, costs and/or losses whatsoever occurring or resulting from 1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and 2) the supplying to the Contractor of work, services, materials and/or supplies by Contractor employees or other suppliers in connection with the performance of this Contract.

- B. The Contractor further agrees that it is financially responsible for and shall repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional acts or failure for any reason to comply with the terms of this Contract by the Contractor, its officers, employees, agents and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract, or the Termination section.
- C. The Contractor shall protect, defend, indemnify, and save harmless the County, [and the State of Washington (when any funds for this Contract are provided by the State of Washington)] their officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the negligent acts or omissions of the Contractor, its officers, employees, and/or agents. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by or on behalf of any of its employees or agents. For this purpose, the Contractor by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that County incurs attorney fees and/or costs in the defense of claims, for damages within the scope of this section, such fees and costs shall be recoverable from the Contractor. In addition King County shall be entitled to recover from the Contractor fees, and costs incurred to enforce the provisions of this section.

Claims shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

### **PART 3: INSURANCE**

The selected Contractor shall furnish General Liability (Commercial General Liability, to include Products and Completed Operations) in the amount of \$1,000,000 combined single limit; \$3,000,000 aggregate. In addition, with the exceptions of sole proprietorships, evidence of Workers' Compensation and Stop-Gap Employer's Liability shall be \$1,000,000. Further, the selected Contractor shall furnish Automobile Liability with a limit of \$3,000,000, to include MSC-90 Endorsement, CA 9948 Endorsement, and Auto Pollution (for Transport of Pollutants). The selected contractor shall specifically provide Contractor's Pollution Liability in the amount of \$3,000,000 per claim/Aggregate, to include Asbestos/lead/PCB Abatement Liability in the amount of \$1,000,000.

In addition, the selected contractor must provide 1) Certificate of Disposal, and 2) Environmental Impairment for Disposal Site (Owned).

**Such policy/policies shall endorse King County, and its appointed and elected officials and employees as additional insureds.**

King County reserves the right to approve deductible/self-insured retention levels and the acceptability of insurers.

### **PART 4: CORRECTIVE ACTION**

If the County determines that a breach of contract has occurred, that is the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the Contractor in writing of the nature of the breach;
- B. The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the sole discretion of the County;
- D. In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section IV.B;
- E. In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section IV, Termination Clauses, Subsections A, B, C, and D.

## **PART 5: ASSIGNMENT/SUBCONTRACTING**

- A. The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) calendar days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the Contractor and a Subcontractor or between Subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (i) support services not related to the subject matter of this contract, or (ii) supplies.

## **SECTION V - ADDITIONAL INFORMATION & REQUIREMENTS**

- A. Domestic Partner Benefits (*Non-Discrimination in Benefits*):

King County's Domestic Partner Benefits (DPB) Ordinance 14823 prohibits the award of contracts valued at \$25,000.00 or more to firms that discriminate in the provision of employee benefits between employees with spouses, and employees with domestic partners. To be eligible for award, Contractors shall comply fully with the ordinance's provisions. Within five (5) days of notification of intent to award, and as a condition of the execution of a contract, the successful bidder/proposer shall provide to King County Procurement & Contract Services Section a completed DPB "Declaration" form (see last page of this document). The DPB Ordinance and Declaration Form are available online at [www.metrokc.gov/finance/procurement/forms.asp](http://www.metrokc.gov/finance/procurement/forms.asp).

- B. Disclosure – Conflict of Interest

King County Code Chapter 3.04 is incorporated by reference as if fully set forth herein and the Contractor agrees to abide by all the conditions of said Chapter. Failure by the Contractor to comply with any requirements of this Chapter shall be a material breach of contract.

1. The Contractor covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the scope of services funded herein shall have any personal financial interest, direct or indirect, in this Contract. The Contractor shall take appropriate steps to assure compliance with this provision.
2. If the Contractor violates the provisions of Section V (1) or does not disclose other interest required to be disclosed pursuant to King County Code Section 3.04.120, as amended, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section IV (B) above as well as any other right or remedy provided in this Contract or law.

3. The King County Board of Ethics maintains a website that provides information regarding King County ethics requirements. To review specific areas of the Code of Ethics that relate to contractors and vendors, follow this path: <http://www.metrokc.gov/ethics/>, and access 1) The Code of Ethics, "Employee Code of Ethics 3.04", and 2) Advice and Guidance "Doing Business with Contractors, Vendors, Clients and Customers". Under "Employee Code of Ethics 3.04", there are two areas of the code that speak specifically to contractors: 3.04.060 B1 (attempting to secure preferential treatment) and 3.04.120 (disclosure of interests by contractors requirement). There are other sections under conflict of interest, 3.04.030 that are directed to employees and govern their relationships with contractors.

#### C. Recycled/Recyclable Products

It is the policy of King County to use recycled materials to the maximum extent practicable (King County Code Chapter 10.16). Contractors able to supply products containing recycled materials that meet performance requirements are encouraged to offer them in bids and proposals and to use them wherever possible in fulfillment of contracts.

The Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper. If the cost of recycled paper is more than fifteen percent higher than the cost of non-recycled paper, the Contractor may notify the Contract Administrator, who may waive the recycled paper requirement. The Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

#### D. Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the County. The foregoing shall not apply to existing training materials, consulting aids, check lists and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

#### E. Supported Employment Program

King County encourages the creation of supported employment programs for developmentally and/or severely disabled individuals. The County itself has such a program and is actively seeking to do business with those contractors and consultants that share this employment approach. If your firm has such a program, or intends to develop such a program during the life of this contract, please submit documentation supporting this claim with your bid/proposal/qualifications. If you have questions, or need additional information, please contact Ray Jensen, Community & Human Services, Developmental Disabilities Division, (206) 296-5268 or the County's Business Development and Contract Compliance Section at (206) 205-0700.

#### F. Labor Harmony Clause

The Contractor shall furnish, and shall require any and all of its subcontractors to furnish, labor that works in harmony with all other elements of labor providing in any way goods or services

relating to this Contract. Without limiting the generality of the foregoing, "labor harmony" shall include the provision of labor that will not cause, cause to be threatened, engage in, or give rise to, either directly or indirectly, any disruption, slowdowns, or stoppages to the work being performed pursuant to this Contract, or any violence or harm to any persons or property.

The requirement to provide labor harmony as contained above is a material element of the Contract. Failure by the Contractor, or any of its subcontractors, to comply with this requirement shall be deemed a material breach of the Contract and shall subject the Contractor to all rights and remedies the County may have at law or under the Contract, including, without limitation, the County's right to stop the work and/or terminate the Contract. The Contractor shall be liable for all damages occasioned by a breach of this Labor Harmony Clause.

## **SECTION VI - MAINTENANCE OF RECORDS/AUDITS**

- A. The Contractor shall maintain, and shall require any sub-contractor to maintain, accounts and records, including personnel, property, financial and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all project funds and compliance with this Contract. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and services provided in the performance of this Contract. The Contractor shall make such documents available to the County for inspection, copying, and auditing upon request.
- B. All records referenced in subsection (A) shall be maintained for a period of six (6) years after completion of work or termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14, or unless a longer retention period is required by law.
- C. The Contractor shall provide access to its facilities, including those of any sub-contractor, to the County, the state and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the Contractor in the case of fiscal audits to be conducted by the County.
- D. The Contractor agrees to cooperate with the County or its designee in the evaluation of services provided under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluation shall be maintained and disclosed in accordance with RCW Chapter 42.17.
- E. If the Contractor received a total of \$300,000.00 or more in federal financial assistance during its fiscal year from the County, and is a non-profit organization or institution of higher learning or a hospital affiliated with an institution of higher learning, and is, under this Contract, carrying out or administering a program or portion of a program, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards), GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions and OMB Circulars A-133 and A-128, as amended and as applicable. Contractors receiving federal funds from more than one County Department or Division shall be responsible for determining if the combined financial assistance is equal or greater than \$300,000.00. The Contractor shall provide one copy of the audit report to each County division

providing federal financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year.

## **SECTION VII – REQUIRED FORMS**


The following completed forms will be required from the selected contractor, prior to contract award:

- A. King County Personnel Inventory Report
- B. Affidavit and Certificate of Compliance with King County Code 12.16
- C. Statement of Compliance - Union or Employee Referral Agency Statement (if applicable)
- D. King County Code 3.04.120 and Consultant Disclosure Form (if applicable)
- E. 504/ADA Disability Assurance of Compliance and Corrective Action Plan

Copies of these forms are available by contacting the King County Procurement and Contract Services Division. They are available in paper form, or may be obtained via e-mail. Please contact Cathy Betts at 206-263-4267 or Roy L. Dodman at 206-263-4266, or by sending an e-mailed request to [cathy.betts@metrokc.gov](mailto:cathy.betts@metrokc.gov) or [roy.dodman@metrokc.gov](mailto:roy.dodman@metrokc.gov).

## SECTION VIII – BID PROPOSAL CHECKLIST

- A. One (1) signed copy of entire RFP package.
- B. One (1) signed copy of any Addendum that was issued. (If it has signature box at bottom of first page, it must be returned.)
- C. One (1) unbound copy of proposal response marked “Original.”
- D. Four (4) copies of proposal response.
- E. Complete the Bid Identification Label below (or reasonable facsimile) and attach it to a prominent place on the exterior of the submission envelope, box, etc.

<b>URGENT – SEALED BID ENCLOSED Do Not Delay – Deliver Immediately</b>	
 <b>King County</b>	King County Procurement & Contract Services Section Exchange Building, 8 <sup>th</sup> Floor 821 2nd Ave, EXC-FI-0862 Seattle, WA 98104-1598
<b>Bid No.</b>	<b>RFP 120-04RLD</b>
<b>Bid Title</b>	<b>Mobile Collection &amp; Handling of Moderate Risk Wastes</b>
<b>Due Date</b>	
<b>Vendor</b>	



**RFP Form 1**  
**GENERAL INFORMATION: PROPOSER**

1. Name of Proposer:
2. Business address:
3. Proposer's representative:
4. Telephone number of representative:
5. Proposer's Tax Identification Number
6. List Parent Organization(s), including their address, telephone number, and ownership percentages:
7. How many years has Proposer been in business under its present name?
8. List any other names Proposer firm has done business under during the past 15 years (if any) and indicate the years during which the firm was so named:
9. Proposer's primary role(s) in Project (check below and describe as appropriate):

<input type="checkbox"/> Collection Operations	<input type="checkbox"/> MRW disposal
<input type="checkbox"/> MRW treatment or storage	<input type="checkbox"/> Other
10. Have any of the proposed principals, key project team members or key personnel of the proposer and/or the Proposer been a party in a civil or criminal action during the past five years? If so, explain the nature of the action and the penalty imposed, if any. To be responsive the Proposer need not include traffic violations, domestic law issues or probate matters.
11. During the past five years, has the Proposer or any proposed subcontractor been terminated from any Moderate Risk Waste, Household Hazardous Waste or Hazardous Waste contract due to alleged non-compliance with the contract terms? If so, describe the details of the termination. Include the contract name, contract number, and a contact name and phone number for the contracting entity.

**RFP Form 2**

**PROJECT EXPERIENCE: PROPOSER AND PRIMARY SUBCONTRACTOR(S)**

Provide the following information for three projects undertaken by the Proposer and Primary Subcontractors that will provide evidence to the County of experience in the collection and Handling of Moderate Risk Waste on projects performed in the past 3 years. Duplicate this form as necessary to demonstrate experience of Proposer and experience of each Primary Subcontractor. (A Primary Subcontractor is defined as a Subcontractor who may receive compensation for services equal to 25 percent or more of the total compensation received by the Proposer from the County in any twelve consecutive months of operations under the Contract).

Proposer or Primary Subcontractor: \_\_\_\_\_

Project # 1

1. Client:

Client contact:

Address:

Telephone Number:

Email:

2. Name of Project:

3. Dates during which services were provided:

4. Fees Received:

5. Materials Handled:

6. Project role: ☐ Prime Contractor ☐ Subcontractor ☐ Other \_\_\_\_\_

7. Was project bonded? What was the amount? List name, contact, address and telephone number of surety:

8. Describe the project, including responsibilities of Proposer:

9. Was the Proposer involved in any litigation or breach of contract during the project? Explain circumstances surrounding the litigation or breach, the parties involved, and how the issue was resolved:

**RFP Form 2****(continued)**

Proposer or Primary Subcontractor: \_\_\_\_\_

Project # 2

1. Client:

Client contact:

Address:

Telephone Number:

Email:

2. Name of Project:

3. Dates during which services were provided:

4. Fees Received:

5. Materials Handled:

6. Project role: ☐ Prime Contractor ☐ Subcontractor ☐ Other \_\_\_\_\_

7. Was project bonded? What was the amount? List name, contact, address and telephone number of surety:

8. Describe the project, including responsibilities of Proposer:

9. Was the Proposer involved in any litigation or breach of contract during the project? Explain circumstances surrounding the litigation or breach, the parties involved, and how the issue was resolved:

**RFP Form 2**

**(continued)**

Proposer or Primary Subcontractor: \_\_\_\_\_

Project # 3

1. Client:

Client contact:

Address:

Telephone Number:

Email:

2. Name of Project:

3. Dates during which services were provided:

4. Fees Received:

5. Materials Handled:

6. Project role: ☐ Prime Contractor ☐ Subcontractor ☐ Other \_\_\_\_\_

7. Was project bonded? What was the amount? List name, contact, address and telephone number of surety:

8. Describe the project, including responsibilities of Proposer:

9. Was the Proposer involved in any litigation or breach of contract during the project? Explain circumstances surrounding the litigation or breach, the parties involved, and how the issue was resolved:

**RFP Form 3****ORGANIZATIONAL CHART AND RESUMES**

Attach to this form an organization chart for the Project team including names of key members of the Proposer's Project team and clearly indicating their specific roles and responsibilities in connection with this Project. Include the name of the firm and that firm's representatives responsible for each of the following elements of the Project.

- Proposer's representative;
- Overall Project management (if different from Proposer's representative);
- Site Supervisor(s):
- Hazardous Waste Specialists:
- Other Key Project Members (Safety, Quality Assurance, Compliance, Etc.):

Also attach to this form résumés of the key officers or principals of the Proposer and all individuals named in the organizational chart discussed above. Include specific Hazardous Waste training received by each individual. Each résumé must clearly identify current company affiliation.

**RFP Form 4A (Note - There is no Form 4)**

**GENERAL INFORMATION: SUBCONTRACTORS OTHER THAN TREATMENT, STORAGE AND/OR DISPOSAL FACILITIES (Transportation and Recycling Facilities)**

List in the spaces provided information about all Subcontractors that Handle wastes received in connection with the project.

1. Name of Subcontractor:
2. Business address:
3. Subcontractor's representative:
4. Telephone number and email address of representative:
5. Subcontractor's Tax Identification Number:
6. List Parent Organization(s), if applicable, including their address, telephone number, and ownership percentages:
7. How many years has Subcontractor been in business under its present name?
8. List any other names, if any, Subcontractor had done business under during the past 15 years (if any) and indicate the years during which the firm was so named:
9. Primary area(s) of responsibility of the Subcontractor in Project (check below and describe as appropriate):

<input type="checkbox"/> Collection Operations	<input type="checkbox"/> MRW disposal
<input type="checkbox"/> MRW treatment or storage	<input type="checkbox"/> Other
10. Have any of the proposed principals, key project team members or key personnel of the Subcontractor and/or the Subcontractor been a party in a civil or criminal action during the past five years. If so, explain the nature of the action and the penalty imposed, if any. To be responsive the Subcontractor need not include traffic violations, domestic law issues or probate matters.

**RFP Form 4B**

**DETAILED INFORMATION FOR WASTE TRANSSHIPMENT/RECYCLING FACILITIES**

<b>Moderate Risk Waste Transshipment Facility Information</b>
Facility Name:
Address:
Owner:  If not owned by the Proposer or a Subcontractor, provide owner's address and telephone number:
List Moderate Risk Wastes to be stored at the Facility in connection with the Project, by waste type and number:
Describe secondary containment features of Moderate Risk Waste temporary storage areas (other than vehicles). State whether or not these areas meet the secondary containment requirements listed in 40 CFR 264.175.
List Environmental Regulatory Agencies, Contact Names and Phone Numbers (e.g., Health Department, Ecology):

## RFP Form 5

### **DESCRIPTION OF TREATMENT, STORAGE AND/OR DISPOSAL FACILITIES**

Complete this RFP Form for each and every TSDF owned or operated by the Subcontractor that is listed in RFP Form 6, Table 2. Duplicate this form as necessary to complete the information.

1. Name of Facility:
2. Address of Facility:
3. EPA/State Identification Number:
4. List parent organization(s), if applicable, including their address, telephone number, and ownership percentages:
5. List number of years Facility has been in business under its present name:
6. Have any of the proposed principals, key Project team members or key personnel of the Subcontractor and/or the Subcontractor been a party in a civil or criminal action during the past five years? If so, explain the nature of the action and the penalty imposed, if any. To be responsive the Proposer need not include traffic violations, domestic law issues or probate matters.
7. If Facility is not owned by Subcontractor, list owner and describe any agreements pertaining to this Project. Attach copies of signed agreements.
8. List type(s) of waste management performed at this Facility:
9. Is there known or suspected subsurface contamination at this Facility?  
☐ Yes ☐ No If yes, describe contamination and remedial actions planned or in progress.
10. Have there been any fires or releases reportable under 40CFR Part 302 at this Facility within the past five years?  
☐ Yes ☐ No If yes, describe date, nature and extent of incident and quantity of material released.
11. List Environmental Regulatory Agencies, Contact Names and Phone Numbers (e.g., Health Department, Ecology, EPA)



**RFP Form 6**  
**WASTE HANDLING FACILITIES**

The Proposer shall list below all Facilities to be used in connection with this Project.

<b>Facility Category</b>	<b>Proposed Handling Facility (name, city, state)</b>
1. Waste Receiving/Processing facility(s)	
2. Recycling Facilities:	
• Used Motor Oil	
• Oil Filters	
• Latex Paint (Recyclable)	
• Antifreeze	
• Mercury Containing Devices	
• Household Drycell Batteries	
• Fluorescent Light Tubes	
• Lead Acid Batteries	
3. Beneficial Reuse Facilities	
4. Treatment Facilities	
5. Incineration	
6. Incineration for Dioxins	
7. Hazardous Waste Landfills (RCRA Class C)	
8. Municipal Waste Landfills (RCRA Class D)	

**RFP Form 7**  
**FINANCIAL STATEMENTS**

Attach to this form completed copies of the three most recent audited annual financial statements and reports for the Proposer and all Primary Subcontractors. Alternatively, financial records may be made available via reference to internet address(es) or in an electronic format. In such cases, hard copies are not required.

If a Proposer or Primary Subcontractor has been in business for fewer than 3 years, state this fact and provide statements and reports as available. For companies whose financial reports are not a matter of public record, the County will be willing to review the required financial reports at the County's offices, in lieu of receiving such reports in the RFP.

**RFP Form 8**  
**OPTIONAL FORM- INNOVATIVE COST SAVING MEASURES**

Proposers are invited to submit any innovative cost saving measures that are not included in this RFP or unit prices. Proposers may also submit any proposed discounts for prompt payment of invoices.

**RFP Form 9**  
**UNIT PRICE RFPS FOR MRW HANDLING**

Proposers shall submit unit prices for Moderate Risk Waste (MRW) Handling, including mobile collection, treatment, storage, and Recycling, Beneficial Reuse, or Disposal of the MRWs listed on the attached spreadsheet (37KB).

Note: The estimates in the spreadsheet are provided to you as helpful tool to propose prices – it is not a guarantee of amount to be delivered.

Instructions for completing Form 9:

1. Enter the business' name in the header
2. Enter in the cost amounts in the bolded cells in columns D-H.
3. The spreadsheet will automatically calculate out the cost and put the number into Column J.
4. Do not fill out areas shaded in dark gray – waste is not collected in that quantity or size

Other comments:

1. RFP prices shall include all costs associated with the MRW management methods and Handling requirements specified for each waste referenced.
2. Proposers shall provide separate prices per tub skid, 55-gallon, 30-gallon and 5-gallon drum as specified, using the packing method noted for each waste type.
3. Prices shall be stated in 2005 dollars.
4. Proposers shall provide a price for every waste type and unit type listed.
5. Unit costs for MRW handling shall also include the cost of transportation and containers.

**Domestic Partner  
Benefits Declaration Form**



Department of Executive Services  
Finance and Business Operations Division  
**Procurement and Contract Services Section**  
Exchange Building, EXC-ES-0862  
821 Second Avenue, 8<sup>th</sup> Floor  
206-684-1681 TTY Relay: 711

King County's Domestic Partner Benefits (DPB) Ordinance prohibits County contractors from discrimination in the provision of employee benefits between employees with spouses and employees with domestic partners. "Employee benefits" are defined as the provision of bereavement leave; disability, life and other types of insurance; family medical leave; health benefits; membership discounts; moving expenses; pension and retirement benefits; travel benefits; and other benefits given to employees, but excludes benefits to the extent that the application of the ordinance may be preempted by federal or state law.

The Domestic Partner Benefits Ordinance is available online at  
[www.metrokc.gov/finance/procurement/forms.asp](http://www.metrokc.gov/finance/procurement/forms.asp).

This form must be completed, signed and returned to the address listed above within five (5) business days of notification of King County's intent to award a contract.

Check all that apply:

- ☐ Makes benefits available on an equal basis to its employees with spouses and its employees with domestic partners.
- ☐ Does not make benefits available to the spouses or the domestic partners of its employees.
- ☐ Has no employees.
- ☐ Registered under the City of Seattle's "Equal Benefits Compliance" Code (SMC CH.20.45).

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Street Address**

\_\_\_\_\_  
**City / State / Postal Code**

\_\_\_\_\_  
**E-mail Address**

\_\_\_\_\_  
**Phone**

\_\_\_\_\_  
**Fax**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Authorized Representative / Title**